

**Anderson County Board of Commissioners
OPERATIONS COMMITTEE
AGENDA**

**April 13, 2020
6:00 p.m. Room 312
Anderson County Courthouse**

- 1. Call to Order**
- 2. Prayer / Pledge of Allegiance**
- 3. Approval of Agenda**
- 4. Appearance of Citizens**
- 5. Mayor Frank**
 1. Blockhouse Valley Farm: attached is a copy of a lease for the property. Attachment A
 2. Governor's Grant – Attachment B
 3. Personnel Policy for Planned Response to COVID-19 – Attachments C & D
 4. COVID-19 Grants Update
- 6. Law Director –**
 1. MOU for ACWA Vehicle Maintenance Agreement
- 7. Asian Carp – Discussion requested by Commissioner Meredith**

New Business

Old Business

Adjournment



ANDERSON COUNTY GOVERNMENT

TERRY FRANK
COUNTY MAYOR

April 8, 2020

Commissioner Tim Isbel
Chairman, Operations Committee

Dear Chairman Isbel and Honorable Members of Operations Committee,

I wish to add the following items to the agenda:

1. Blockhouse Valley Farm: attached is a copy of a lease for the property.
Do you want to go back out to bid or leave the property vacant? (Attachment A)
2. Governor's Grant
Attached are the grant guidelines. We will need to approve resolution(s) for the application. I have submitted this to Budget Committee as well, but as resolutions will come through this committee. (Attachments B)
3. Personnel Policy for Planned Response to COVID-19 (Attachments C & D)
4. COVID-19: Grants update

Sincerely,

A handwritten signature in black ink, appearing to read "Terry Frank", is written over a horizontal line.

Terry Frank

Attachment A

17-0191

RFP # 4716

LEASE AGREEMENT
Blockhouse Valley Farm

This Lease Agreement is made by and between the Parties of Anderson County Government (Lessor), a political subdivision of the State of Tennessee and Rodney Mann (Lessee).

WITNESSETH

Section 1. LEASE AGREEMENT:

Lessor hereby leases to Lessee and Lessee accepts lease of the following described premises:

SITUATED within the Civil District No. 1 of Anderson County, Tennessee, adjacent to Blockhouse Valley Road just east of Old Emory Road on the former Blockhouse Valley Landfill site (A/K/A County Poor Farm) and more particularly described as follows:

BEGINNING at a point on Blockhouse Valley Road adjacent to the Southwest corner of the Wilshire property and proceeding S60.16E for 1822 feet; then proceeding N38.43E for 789 feet with the Garibay Property; thence N00.56E for 267 feet with the Garibay Property; thence N36.17W for 1,146 feet with the Anderson County Property line; then proceeding 1,746 feet meandering with the Blockhouse Valley Road Right-of-Way to the **POINT OF BEGINNING**. (See Exhibit 1)

BEING a portion of the property conveyed to Anderson County in Deed Book N2, Page 231 of the official land records of the Anderson County Register of Deeds the same property identified by Tax Map 095, Parcel 1.00 in the Office of the Anderson County Property Assessor and consisting of approximately 50 acres +/- and no more.

(The above land description is provided without benefit of a survey and the preparer makes no warranty as to the accuracy of such land description other than it has been accurately transcribed from information provided by the Anderson County Assessor of Property.)

Section 2. CONSIDERATION:

This agreement is made upon consideration of a yearly lease payment in the amount of Four Hundred and Seventy-Five Dollars (\$475.00) per year for three (3) years, for a total consideration of (\$1,425.00) and other benefits and mutual covenants herein set out.

Section 3. PAYMENT TERMS

Lessee shall pay an annual installment of Four Hundred and Seventy-Five Dollars (\$475.00) on the First day of March of each year covered by this lease, to wit: March 1, 2017, March 1, 2018 and March 1, 2019. Late fees accrue after ten days past due at the rate of ten percent (10%) of the payment due compounded daily. Payments shall be delivered to the Anderson County Finance Department, 100 North Main Street, Room 210, Clinton, TN 37716. All checks must contain the notation "Blockhouse Valley Lease."

Section 4. TERM OF LEASE:

This lease shall be effective from the 1st day of March 2017, through and including the 28th day of February, 2020. Initial early entry on premises is permissible, provided Lessor has received the first annual installment.

Section 5. COMPETITIVE BID AWARD

This lease is subject to the terms and conditions set forth in the competitive bid announcement and process conducted by the Anderson County Purchasing Department and awarded on January 30, 2017. (See Exhibit 2)

Section 6. INDEMNITY:

The Lessee agrees to defend and hold harmless the Lessor from and against any and all claims of or damage to property, or injury to or death of person or persons resulting from or arising out of use of the leased property by the Lessee or any activities conducted by the Lessee on subject property, where such injury, damage, or death occur as a proximate cause of the negligence of either Lessee or Lessor. Lessee agrees to provide adequate insurance coverage on premises sufficient to cover any and all claims arising from injuries, illness or death on premise.

Section 7. NOTICE OF POTENTIAL ENVIRONMENTAL HAZARDS

Lessee fully understands and acknowledges that subject property may contain environmental contaminants from the old Blockhouse Valley Landfill site and the former American Nuclear site. Surface and sub-surface water and ground testing has demonstrated elevated levels of contaminants in years past. Lessor strongly discourages animal and human ingestion of surface and sub-surface water and plant life.

Section 8. NO HUNTING PERMITTED

Lessee fully acknowledges that no hunting will be permitted on the property without prior authorization from the Anderson County Board of Commissioners. The intent of this lease is to provide pastureland only to the Lessee.

Section 9. DEFAULT:

In the event of default of any party hereto, any non-defaulting party may bring suit against the other to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to any remedies available at law and/or equity, including the reasonable attorney's fees and the costs associated with the default.

Section 10. NO ORAL MODIFICATION:

No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by all parties.

Section 11. CANCELLATION:

In the event any party materially breaches, defaults or fails to perform hereunder, this Agreement may be canceled by the other party with cause on thirty (90) days written notice to the other in the event the breach, default or failure is not cured during that time. Lessor may cancel Agreement at will with sixty (60) days written notice to Lessee.

Section 12. WAIVER:

A failure of any party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Section 13. ENTIRE AGREEMENT:

This Agreement and attached exhibits sets forth the entire understanding of the parties as to the subject matter and may not be modified except in a writing executed by all parties.

Section 14. SEVERABILITY:

In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.

Section 15. EXHIBITS:

Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

Section 16. MULTIPLE COUNTERPARTS; EFFECTIVENESS:

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the parties.

Section 17. JURISDICTION:

Each party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Section 18. BINDING EFFECT:

This Agreement shall be binding upon and inure to the benefit of the parties and upon their respective successors, heirs or assigns.

Section 19. CHOICE OF LAW:

This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

Section 20. NOTICE

Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the parties and attorneys. Written Notices should be sent to the following addresses:

Lessor: Mr. Tony Foreman
Anderson County Purchasing Director
100 North Main Street, Room 214
Clinton, TN 37716

Lessee: Mr. Rodney Mann
208 Beagle Lane
Clinton, TN 37716

Section 21. TITLES AND SUBTITLES

Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending or changing the express terms of this Agreement.

Section 22. ASSIGNMENT

This Agreement shall be assignable only upon the written consent of the non-assigning party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this Agreement shall be binding upon the parties and their successors, assigns, heirs, executors and/or administrators.

Section 23. FURTHER DOCUMENTATION

The parties agree for themselves and their successors and assigns to execute any and all instruments in writing, which are or may become necessary or proper to carry out the purpose and intent of this Agreement.

Section 24. MOWING; FENCE LINE MAINTENANCE

Lessee agrees to bush hog property each year and maintain fence lines in a clean condition and good repair.

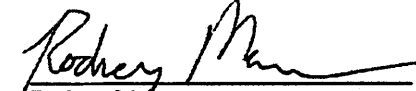
Section 25. RELEASE AND HOLD HARMLESS

The parties mutually agree that they shall and do hereby release, forever discharge and hold harmless one another as well as the employees, agents and counsel for one another from any and all claims whatsoever, both known and unknown that may have existed prior to the execution of this Agreement or that may arise from the lawsuits or circumstances referenced herein. The only claim that shall survive this Agreement is compliance with this Agreement.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority have accepted the terms and executed this Agreement.

This 10TH day of February, 2017.


ACCEPTANCE BY LESSEE:


Rodney Mann

ACCEPTANCE BY LESSOR (ANDERSON COUNTY):


Steve Emert, Chair, Co. Commission



Terry Frank, County Mayor

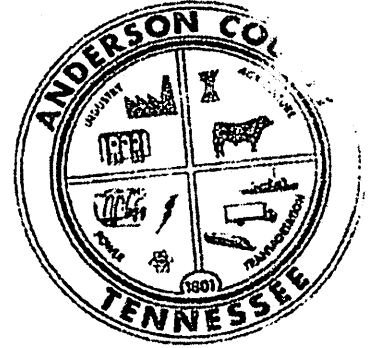

Tony Foreman, Purchasing Agent

ATTEST:


Jeff Cole, County Clerk

APPROVED AS TO FORM:


N. Jay Yeager, A.C. Law Director



**ANDERSON COUNTY GOVERNMENT
PURCHASING DEPARTMENT**

100 N. MAIN STREET

SUITE 214

CLINTON, TN 37716

(865) 457-6218

<http://andersontn.org/purchasing>

purchasing@andersontn.org

FAX (865) 457-6252

BID/RFP TABULATION ATTACHMENT

To: Jay Yeager Dept.: Law Director
From: Tony Foreman, Purchasing Agent Date: 1/26/17
Subject: Bid# 4716 Blockhouse Valley Farm Lease

Attached is the bid tabulation sheet, and/or copies of submitted bids for your review and evaluation. (Tabulation sheets and bid copies are for your records and do not need to be returned to Purchasing).

Please give a full explanation for your recommendation. Sign, date and return this form to my office.

I would like to recommend award of the above referenced bid to:

(Company) ROONEY MANN

Reason: HIGH BID

Department Head: J. Jay Yeager

Date: 01/30/17

Blockhouse Valley County Farm Lease

Bid # 4716

Anderson County Government is currently soliciting competitive bids for a three-year lease on approximately 50 acres of pastureland included in the county-owned Blockhouse Valley Road property. Property boundaries are depicted on the attachment. Lease will not allow hunting on the property and the successful bidder will assume all liability for activities on the property.

Anderson County Government is accepting bids and the public is invited to view the property located on Blockhouse Valley Road, TN 37716 (a 50-acre portion of Map 95, Parcel 1.0) as described in the attached.

Interested bidders should submit bids to the Anderson County Purchasing Department, 100 North Main Street, Room 214, Clinton, TN 37716, in a sealed envelope marked "BID# 4716-Blockhouse Valley County Farm Lease" by January 26, 2017 at 2:30 p.m. Bids will be opened at this time. Late, faxed or emailed bids will not be accepted.

All submitted bids will be considered the property of Anderson County.

1. Bidders can view and inspect the property described above and all conditions affecting the purchase of the premises described, including but not limited to all easements, access to the land.
2. All bids are subject to Purchasing Agent analysis. The County reserves the right to reject any and all Bids and to waive or refuse to waive any technicalities.
3. Each bidder shall submit only one bid which gives the yearly amount to lease the county property. The Award will be based on the highest bid submitted by a responsive, responsible bidder. The amount must be written in words and figures in the proper place.
4. In the event this bid is awarded to a bidder, it shall constitute a contract between the parties hereto but such contract shall not be assigned or transferred by the undersigned without the express written consent of the Anderson County, which consent may be granted or denied at its sole discretion for any reason whatsoever.
5. Submit all questions in writing to purchasing@andersontn.org . E-mail messages should have Blockhouse Valley County Farm Lease # 4716 in the subject line.

BID PRICING PAGE

All proposals must be delivered to the Anderson County Courthouse, 100 North Main, Room 214, Clinton, TN 37716 in a sealed envelope marked "**BID# 4716 - Blockhouse Valley County Farm Lease**" by **January 26, 2017 at 2:30 p.m.** Bids will be opened at this time. Late, faxed or emailed bids will not be accepted.

This page is to be completed and submitted in a sealed envelope to the Anderson County Purchasing Department marked Bid # 4716 - Blockhouse Valley County Farm Lease.

BID FOR THE LEASE OF:

A 50-acre portion of Property located at Blockhouse Valley Road, Clinton, TN 37716,

Map 095, Parcel 1.00.

The undersigned hereby requests that the named Grantee for the purpose of leasing the county property be shown as follows:

Rodney Mann
(Please print - Name)

The undersigned submits their bid as described herein:

AMOUNT OF BID Four hundred seventy five dollars
(Amount in words)

(\$ 475.00) U.S. Dollar Figures

DATED: This 25th day of January, 2017

BID MUST BE SIGNED FOR CONSIDERATION

BIDDER'S SIGNATURE: Rodney Mann

BIDDERS NAME (please print): Rodney Mann

BIDDER'S ADDRESS: 208 Berkle Lane

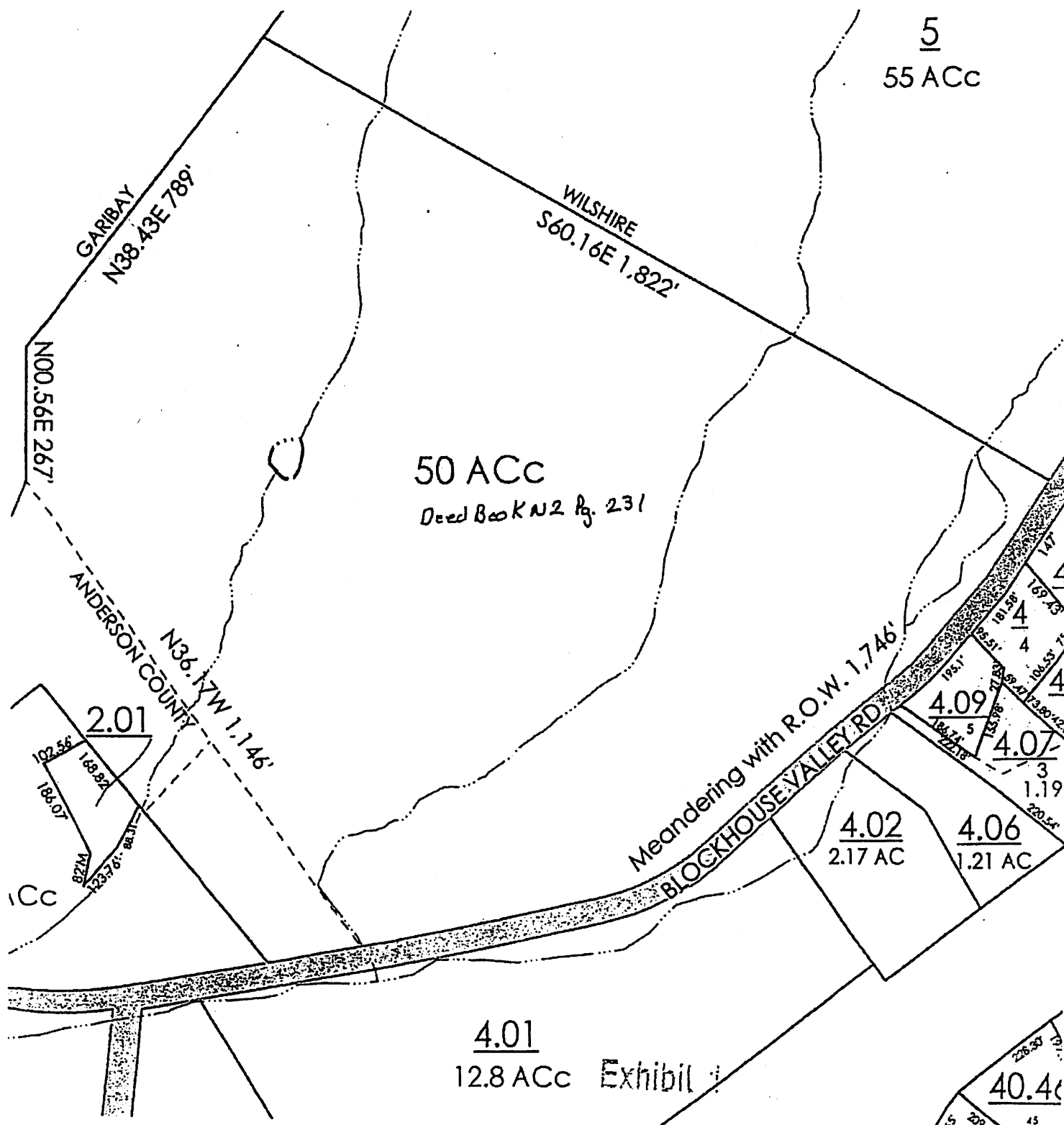
Clinton TN 37716

CITY

STATE

ZIP

Phone Number: 865 363 8324





**Governor's Local Government Support Grants
Fiscal Year 2020-2021**

Overview

- **Funds will be available after 7/1/20.**
- Applications will be made available by 4/30/20, distributed via email and posted online when they become available.
- Grants are one-time funding and are to be used on one-time expenses. Funds may *not* be used to support recurring expenditures such as salaries, debt issuance, or existing programming and services. Grant funds for new building construction are *not* permitted.
- State grant funds may be used as a match to leverage other funds. No local funding match is required.
- Grant funds can be used on multiple projects.

Allocations

- Funding is based on population as published by the US Census Bureau (7/1/18 data).
- No county will receive less than \$500,000 and no city or municipality will receive less than \$30,000.
- The three Metro governments (Davidson, Moore and Trousdale) will receive one allocation, whichever is largest.

Permitted Spending Categories

1) IT Hardware Upgrades

Information Technology upgrades would include new or replacement of IT equipment with a one-time expenditure for items such as hardware. Public Safety Systems can also be included.

2) Capital Maintenance*

*Projects should focus on maintaining current facilities, primarily through repair and renovation of roofing, mechanical, and electrical systems. Projects would include items that appreciably extend the life of the facility, such as alterations to rectify code deficiencies, modifications for health and safety issues, repairs to improve utility systems, repaving, roof repairs, exterior fencing and lighting, and repair. The maintenance and renovation of recreational facilities (ballfields, parks, greenways, recreation centers) would **not** be an allowable use. Application for these projects should be directed to TDEC's Local Park Grant Program.*

3) Utility System Upgrades

Utility System upgrades would include maintenance and upgrades to existing water and sewer infrastructure.

4) Road Projects*

Road Projects would include road and bridge maintenance, renovation and replacement projects along with traffic control initiatives. Priority should be given to existing roads and bridges.

5) Public Safety*

Public Safety items would include ADA type projects (Not Planning) as well as equipment purchases for Law Enforcement, Fire and Emergency response and School Buses.

6) COVID-19 Response

COVID-19 response items would include items related to control and containment. Examples of one-time expenses include supplies and equipment purchases, cleaning, emergency food and shelter programs.

• Could include tornado relief projects for Benton, Carroll, Davidson, Gibson, Putnam, Smith & Wilson counties

Process

- **Funds will be distributed by F&A as a direct appropriation grant after 7/1/20.**
- Applications are to be submitted to F&A for review and approval.
- Required documents: 1) Application, 2) W-9, 3) Resolution passed by the local governing body, 4) Budget.
- All required documents must be submitted by 4/30/21 in order to complete review and processing by 6/30/21.
- Any funds not applied for by 4/30/21 will cease to be available and will return to the state general fund.
- Any funds granted by the state, but not spent or contractually obligated by 6/30/21 will be required to be returned.
- Obligated purpose of grant funds will be reported to the Comptroller of the Treasury, Division of Local Government Audit by 6/30/21 and are subject to audit.
- All funds must be expended by 6/30/23.

Application & Grant Contact:

Troy Williamson, Localgov.Grants@tn.gov
TN Department of Finance and Administration,
Budget Office

Reporting Contact:

Bryan Burklin, Bryan.Burklin@cot.tn.gov
TN Comptroller of the Treasury,
Division of Local Government Audit

Allocation Among Counties

<u>County</u>	<u>Base of \$500,000</u>
Anderson	\$ 1,093,102
Bedford	\$ 880,279
Benton	\$ 625,504
* Bledsoe	\$ 1,035,446
Blount	\$ 1,518,584
Bradley	\$ 1,327,645
Campbell	\$ 806,958
Cannon	\$ 612,150
Carroll	\$ 717,289
Carter	\$ 936,990
Cheatham	\$ 813,596
Chester	\$ 633,972
Claiborne	\$ 746,261
* Clay	\$ 980,868
* Cocke	\$ 1,198,444
Coffee	\$ 931,942
Crockett	\$ 611,111
Cumberland	\$ 962,752
Davidson	\$ -
Decatur	\$ 590,778
DeKalb	\$ 656,166
Dickson	\$ 914,462
Dyer	\$ 789,409
Fayette	\$ 814,123
* Fentress	\$ 1,062,293
Franklin	\$ 824,848
Gibson	\$ 880,334
Giles	\$ 728,790
Grainger	\$ 679,485
Greene	\$ 1,035,755
* Grundy	\$ 1,024,520

* indicates distressed county

Allocation Among Counties

<u>County</u>	<u>Base of \$500,000</u>
Hamblen	\$ 1,000,719
Hamilton	\$ 3,324,961
* Hancock	\$ 971,810
* Hardeman	\$ 1,116,600
Hardin	\$ 699,887
Hawkins	\$ 938,378
Haywood	\$ 634,429
Henderson	\$ 715,948
Henry	\$ 750,929
Hickman	\$ 694,358
Houston	\$ 564,078
Humphreys	\$ 643,355
* Jackson	\$ 1,012,205
Jefferson	\$ 918,852
Johnson	\$ 637,865
Knox	\$ 4,108,218
* Lake	\$ 978,495
* Lauderdale	\$ 1,121,292
Lawrence	\$ 839,148
Lewis	\$ 593,724
Lincoln	\$ 764,570
Loudon	\$ 911,423
McMinn	\$ 913,214
* McNairy	\$ 1,121,346
Macon	\$ 688,170
Madison	\$ 1,256,906
Marion	\$ 721,593
Marshall	\$ 761,205
Maury	\$ 1,231,587
Meigs	\$ 595,430
Monroe	\$ 859,489

* indicates distressed county

Allocation Among Counties

<u>County</u>	<u>Base of \$500,000</u>
Montgomery	\$ 2,097,099
Moore	\$ 549,716
* Morgan	\$ 1,088,365
Obion	\$ 734,714
Overton	\$ 671,133
* Perry	\$ 983,559
Pickett	\$ 539,410
Polk	\$ 631,040
Putnam	\$ 1,111,411
Rhea	\$ 756,249
Roane	\$ 912,089
Robertson	\$ 1,050,683
Rutherford	\$ 3,019,453
* Scott	\$ 1,091,932
Sequatchie	\$ 615,360
Sevier	\$ 1,259,132
Shelby	\$ 7,756,653
Smith	\$ 654,646
Stewart	\$ 605,163
Sullivan	\$ 1,722,682
Sumner	\$ 1,951,301
Tipton	\$ 977,548
Trousdale	\$ 585,396
Unicoi	\$ 637,733
Union	\$ 652,676
* Van Buren	\$ 965,731
Warren	\$ 817,000
Washington	\$ 1,497,320
Wayne	\$ 628,404
Weakley	\$ 759,126
White	\$ 710,209

* indicates distressed county

Allocation Among Counties

<u>County</u>	<u>Base of \$500,000</u>
Williamson	\$ 2,297,010
Wilson	\$ 1,590,517

* indicates distressed county.



ANDERSON COUNTY PLANNED RESPONSE TO THE CORONAVIRUS PANDEMIC FOR COUNTY EMPLOYEES

The new coronavirus, COVID-19, is not a flu but a pneumonia-like infection. At this time, the Centers for Disease Control (CDC) believes symptoms may appear in as few as two days or as long as 14 days after exposure. The good news is that, except in rare situations, those diagnosed with the virus will have no significant long-term health care problems.

A. PLAN OBJECTIVES

➤ County's Primary Goal:

- Protect Employees and Citizens
- Reduce the spread of disease among staff
- Protect people at higher risk for complications
- Maintain critical operations
- Minimize impact on your residents, customers and businesses
- Be proactive, rather than reactive, by taking small measures now to minimize risk
- This plan will supersede all other County policies if the pandemic impacts Anderson County
- This plan is subject to change as needed, when conditions change and as events play out

B. KEY BUSINESS FUNCTIONS

- If an Anderson County Government shutdown becomes necessary, essential employees are defined as those who will be required to Telework or in their offices/vehicles so that critical government services can still be provided. Non-essential departments and employees are defined as those non-critical during a pandemic. The chart below shows the County's plan of action if there is a government shutdown. The County buildings will be closed and Staff will be available to handle residents' needs by phone or email. To facilitate the important needs, while also following the restrictions and guidelines that have been put in place, the following adjustments have been made.

Essential – Front Line – Full Staff	Essential – Telework	# Staff to Telework	Non-Essential
EMS / EMA		Full	Planning and Zoning
Police		Full	Veteran's Services
Sanitation		Full	Recycling Center
	County Mayor	TBD	Archives
	Elected Official Office(s)	TBD	Tourism
	Buildings & Grounds	TBD	
	Finance / Purchasing	TBD	
	Human Resources	TBD	
	Fleet Services	TBD	

	IT	TBD	
	Parks & Recreation	TBD	
	Library(ies)	TBD	
	Animal Shelter	TBD	

- Inventory equipment that remote workers will be utilizing.
- Essential employees who are listed as "Telework", should prepare by developing a "ready bag" that they take home with them at the end of each day.
- All employees are subject to be called back to work during a government shutdown, depending on the need and circumstances.
- An expense account will be established and access granted to all departments who will be purchasing items related to the pandemic.
- Impact on County services:
 - Department heads should be prepared to backfill positions if employees are absent
 - Communicate and practice various scenarios with staff to ensure understanding
 - Ensure lines of communication are available for all critical staff and departments

C. COMMISSION, COMMITTEE and BOARD MEETINGS

All public meetings will be held in accordance with all Federal and State regulations during the Coronavirus pandemic.

- Executive Order 16 signed by the Governor made specific provisions to allow for alternative meeting options to protect the health and welfare of citizens.
 - Arrangements will be made to possibly hold electronic meetings during this time of social distancing.
 - Notice of the meetings and format will be published.

D. WORKPLACE EXPOSURE

- Staff with increased risk include older employees, those with existing serious health conditions and those involved in public safety, such as EMS and Police. Public Safety employees should immediately consider showering and changing clothing at the end of each shift (before going home) to minimize risk of exposure to family members. Mandated use of appropriate PPE for employees working with individuals suspected of having the COVID-19 infection including first responders can be found on the CDC's website (www.cdc.gov).
- No handshaking
- Minimize face-to-face contact
- Minimize meetings with large numbers of people
- Use email, phones and teleconferencing/webinars during a pandemic, rather than face-to-face contact
- Effectively handle materials and customers/patients that could be contaminated
- Wash hands often and practice other sanitary means to prevent spread of germs
- If an employee is diagnosed/confirmed positive with the virus, the workplace should be shut down and disinfected following CDC guidelines before allowing other employees to return.

E. H.R.6201 - FAMILIES FIRST CORONAVIRUS RESPONSE ACT – 4/1
Implementation Effective Date

All State and Federal legislation supersedes Anderson County Policy.

- The bill is a public health emergency leave related to the COVID-19 pandemic and becomes effective in 15 days from the date it was signed, which was March 18th. Effective April 1. There are three primary employment provisions included in this legislation that address an emergency family and medical leave act expansion, health provisions and emergency paid sick leave. All provisions remain in effect until December 31, 2020.
- **Health Provisions** - Those with health care coverage: the County' health care plan shall provide coverage, and shall not impose any cost sharing (including deductibles, copayments, and coinsurance) requirements or prior authorization or other medical management requirements, for the following:
 - FDA-approved, in vitro testing for the virus that causes COVID-19
 - Items (DME) or services furnished during an office visit (whether in-person or through telehealth), urgent care visit, or ER visit that result in an order for such testing, but only to the extent that the items and services relate to the testing or evaluation of the need for testing for COVID-19.
- **FMLA Eligibility Expanded** - Public health emergency leave is only unpaid leave for 14 days. Under the coronavirus response law, all public sector employees qualify to request and use FMLA leave if they:
 - Have been employed by their current employer for at least 30 calendar days,
 - Are unable to work remotely or report to their worksite, and
 - Are caring for their child who is younger than 18 and whose school or place of care has closed, or
 - Cannot place their child with their childcare provider due to a public health emergency.
 - The first 14 days of leave may be taken as unpaid leave, or the employee can substitute any accrued leave for the unpaid portion. The employer cannot require the employee to use PTO during this time frame.
 - Employers would need to provide paid leave for the subsequent 10 weeks of leave at a rate that is capped at \$200/day and \$10,000 in total.
- **Emergency Paid Sick Leave** – requires employers to provide full-time employees with 80 hours of paid sick time and part-time employees with paid sick leave on a pro-rated basis for the following reasons:
 - To self-isolate because the employee or a family member has been diagnosed with coronavirus or is experiencing symptoms of coronavirus and needs to obtain medical diagnosis or care.
 - To care for the child if the school or place of care has been closed.
 - The paid sick leave would be available immediately no matter how long the employee has worked for the employer. The employees' emergency paid sick leave related to the employees' condition is calculated based on the employees' regular rate but is limited to \$511/day and \$5,110 total. Where the emergency sick time is for employees' to be caregivers, it is based on 2/3 of the regular rate, but is limited to \$200/day and \$2,000

total.

- Employers with existing paid leave policies would need to make the emergency paid sick leave available in addition to their own policy's paid leave. Employers cannot require employees to use other paid leave provided by the employer before using the sick time provided by this law. Employers cannot require employees as a condition of providing paid sick time that they find a replacement to cover their hours.

F. WORKPLACE POLICIES

- County Mayor will coordinate cases/events with Elected Officials and Department Heads.
- TCA 68-2-603 provides that the County Health Officer is empowered to order the closure of any public facility or building. Pursuant to TCA 68-2-609, the county health officer is empowered to order
 - The quarantine of any place or person, if the county health officer finds that quarantine is necessary to protect the public from an epidemic;
 - The closure of any public establishment, facility or building if the county health officer finds unsanitary conditions of such a nature and extent to significantly threaten the public health; or
 - The closure of any public establishment, facility or building if the county health officer is otherwise authorized by law to take that action.
- Official notification will come from the County Mayor's office and will be given to local media outlets, the County phone system and the Anderson County Government website. Each department should develop an internal notification process.
 - **Presumed or Confirmed Cases or Exposure Event** of coronavirus in an employee or immediate family member – notification must be filed with the employee's department head and the Human Resources & Risk Management Office to ensure proper use of leave and tracking purposes.
 - **Government Shut-down** – County will pay employees their current hourly rate with employees using accrued time off at the sequence approved by their department head.
 - **On the job Exposure** – while it is possible for an employee to be exposed in the line of duty, the County will follow normal reporting procedures, but each claim must be investigated to determine compensability due to the difficulty in determining a source.
 - **Health care provider's statement** – Any employee who exhibits Contagious Symptom or Contagious Condition that has been medically cleared and may return to work without risk to other employees, will be required to have a written statement submitted electronically to the Human Resources & Risk Management Office, which shall review and must approve the release before the employee may return to work. An employee failing to provide a written return to work authorization prior to reporting to work will be immediately sent home and may be subject to disciplinary action for failure to comply with this requirement.
 - If an employee chooses to personally travel to a high-risk country and is quarantined upon return to the US, the County will not pay the employee during this timeframe. The employee would have the ability to utilize any earned leave (sick, vacation, etc.)

while quarantined. The County reserves the right to place the employee in voluntary quarantine under these conditions.

- Commission Chair and the Mayor, specifically, will have the ability to make decisions which impact the County's services during a pandemic.

G. INFECTION CONTROL MEASURES – Immediate Implementation

- Place posters that encourage staying home when sick, cough and sneeze etiquette, and hand hygiene at the entrance to your workplace and in high visibility locations
- Provide soap, water, and alcohol-based hand rubs in multiple locations and routinely refill
- Employees should clean hands often by washing for at least 20 seconds using soap and water, or using an alcohol-based hand sanitizer if soap and water is not available
- Supply tissues and no-touch waste bins
- Ask employees to stay home when sick
- Employees should routinely clean commonly touched surfaces and sanitize all areas of their workspace daily
- Routine cleaning of common use areas

H. ENCOURAGE SOCIAL DISTANCING – Immediate Implementation

- Social distancing is an intervention to increase the physical distance between people and reduce the spread of disease.
 - Implement policies and procedures for critical employees to work remotely
 - The County Mayor can allow telecommuting, if necessary
 - The County Mayor can permit flexible work hours (e.g. staggered shifts), if possible
 - Ensure that we have the technology and infrastructure needed to support multiple employees working from home
 - Establish one entrance to all County buildings at the lower level to minimize risk of exposure to staff and contamination of areas
 - Place appropriate signage at all entrances and an information monitor at the designated entrance for customers, visitors, etc.
 - Place a locked drop-box at the designated entrance to the building, where documents and payments can be submitted safely, without the need to interact directly with staff
 - Provide email and telephone number on signage for assistance to customers utilizing the drop box
 - Establish employee business travel and training restrictions to minimize risk

I. SEPARATE SICK EMPLOYEES - Immediate implementation

- Employees who report to work having a fever or flu-like symptoms upon arrival, or who become sick during the workday, should be separated from others and immediately sent home. Ensure that:
 - All managers and employees are aware of County policies and the expectation that sick employees stay home.

- Employees should call the Anderson County Health Department at 865-425-8800 which is located at 710 North Main Street Clinton, TN 37716, if they experience fever or flu-like symptoms.
- Do **NOT** go directly to the hospital or urgent care unless directed by the Health Department. This will minimize the risk of exposure risk all concerned parties. If the employee has other health conditions or is otherwise considered high risk, that information must be disclosed immediately to the Health Department during the call.

J. ON-SITE HEALTH CLINIC- Immediate implementation

- Televisits will be conducted wherever appropriate – specifically for sick and follow-up visits
- No Walk-ins permitted
- HRA's will be extended based upon timeframe of modification

K. ANTICIPATE ABSENTEEISM- Immediate implementation

- Prepare for employee absences resulting from personal illness, caring for ill family members, and dismissal of early childhood programs and K-12 schools. Be ready to adapt your business practices to maintain critical operations.
 - Cross-train employees to carry out critical functions so the workplace can operate when essential staff are out
 - Prepare to temporarily suspend non-essential operations, if necessary
 - Be prepared to differentiate between critical and non-critical services if staff shortages occur due to illnesses or quarantines
 - Utilize "what-if" scenarios with essential and non-essential staff to prepare

L. PERSONAL PREPAREDNESS - Immediate implementation

- Our government is only as healthy as our employees. Employees should immediately take standard steps to prepare for staying at home, if needed:
 - Store a two-week supply of water and food
 - Make sure to have enough prescription drugs at home
 - Keep non-prescription drugs and other health supplies on hand. This includes pain relievers, stomach remedies, cough and cold aides, fluids with electrolytes, and vitamins
 - Get copies of electronic health records from the doctor, hospital, or pharmacy
 - Talk with family members and loved ones about how they would like to be cared for if they got sick, and what's needed to care for them at home
 - Try to minimize being in large groups, events and traveling by plane – any direct contact with others you can reasonably avoid will help

M. COMMUNICATION PROTOCOL - Immediate implementation

- Keep workforce informed about the outbreak
- Provide positive, factual information that will help calm and encourage staff

- Establish clear lines of communication between essential staff members and departments to ensure critical services can be provided
- Establish a 24-hour communication line if government is forced to shut down
- Provide timely and factual press releases as needed to keep community informed

N. PROCESS FOR ACTIVATING THE COUNTY'S PLAN - Immediate implementation

- The County is being proactive in reducing the direct threat to the safety of other employees by asking employees to immediately notify, by phone or email only, their Department Head or Human Resources Director if they have experienced an exposure or received a presumed or confirmed diagnosis of coronavirus.
- Utilize County's defined method to communicate with department heads and team members.
- The County's policy is to treat any medical information as a confidential medical record. Any disclosure of medical information to supervisors, department heads, first aid and safety personnel, and government officials is in limited circumstances, as required by law.
- Employees who have been medically diagnosed with the virus or who were quarantined, must submit a physician's release to return to work. If the employee was self-quarantined due to exposure, then the employee must be symptom free for fourteen days before returning to work.
- Work with local health officials as needed to manage the pandemic.

O. WORKFORCE INVOLVEMENT - Immediate implementation

- Ensure that every person and department deemed essential has reviewed the County's Planned Response plan and is ready to act immediately.
- Every department must test the plan to help detect gaps or problems that need attention by utilizing "what if" scenarios prior to shut down or events.
- Every employee should be familiar with this plan and be prepared to act immediately if an employee illness or event occurs.
- Every employee should know and understand the role they will play if an event occurs.
- Employees who may be classified initially as non-essential could become essential in the event of major outbreaks and/or quarantine of essential employees. Be prepared!

Attachment
D

AMENDING PERSONNEL POLICIES – LEAVE AND OTHER PROVISIONS RELATED TO COVID-19

Once adopted and approved, personal policies may be amended, modified, or repealed at any time by the same process used for the original adoption of the policies, under T.C.A. § 5-23-106. If an official needs to amend their personnel policies to add provisions related to the COVID-19 outbreak, the procedure is outlined below.

First, determine how your policies were originally adopted. If your office is covered by the countywide policies, amendments will need to go through the process that was used to adopt them originally, which includes the county mayor's method of adoption, attorney approval, and county commission approval.

If you are a trustee, register, county clerk, judge who employs county employees, clerk of court, sheriff, assessor, board of education, chief administrative officer of the highway or public works department, or county mayor/executive, and your office has adopted separate policies, you may amend those policies by having your amended policies approved by the attorney and filing them with the county commission (county clerk's office).

If you are one of the officials named above and you are governed by the countywide policies, but you are unable to do an amendment to those policies, you may choose to stop participating in the countywide policies and instead prepare your own set of policies, have those policies approved by the attorney, and file them with the county commission (county clerk's office).

Full instructions for adopting and amending personnel policies can be found in the CTAS electronic library (e-Li) beginning at CTAS-2048 [<http://eli.ctas.tennessee.edu/reference/adoption-required-policies>].

MEMORANDUM OF UNDERSTANDING

ACWA VEHICLE MAINTENANCE AGREEMENT

THIS AGREEMENT in the form of a Memorandum of Understanding ("M.O.U.") is made and entered into this the _____ day of _____, 2020 by and between the "Parties" of Anderson County, Tennessee, d/b/a "Anderson County Fleet Maintenance" ("County"), the Anderson County Water Authority ("ACWA").

WHEREAS, the Tennessee General Assembly has provided legal authority for cooperation between local governments or public agencies through the Interlocal Cooperation Act, codified at Tennessee Code Annotated (TCA) Title 12, Chapter 9, Section 101 et seq.; and

WHEREAS, the undersigned Parties to this agreement desire to avail themselves to the authority conferred by Tennessee law as referenced above; and

WHEREAS, it is the intention of the undersigned Parties to establish a non-exclusive maintenance agreement by which Anderson County provides vehicle maintenance for ACWA in exchange for equal reimbursement for parts, labor and expenses; and

WHEREAS, County has Certified ASE, EVT Technicians and diesel mechanics on staff, including specialized tools and diagnostic equipment which it wishes to make available to the ACWA.

NOW, THEREFORE, in consideration of the mutual covenants, promises of support, reimbursements and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the Parties to this M.O.U. as follows:

SECTION 1. Term of Agreement

This M.O.U. shall commence on the date signed for a period expiring June 30, 20____.

SECTION 2. Maintenance, Service, and Repairs

County agrees to provide routine inspections, maintenance, repairs, and required periodic service for ACWA Vehicles in exchange for the equal reimbursement for required parts, expenses, and labor at \$65.00 per hour paid by ACWA. The Parties hereto agree that this agreement is non-exclusive and does not prevent ACWA from using other means for vehicle repairs and allows Anderson County to reject any and all ACWA work depending on the county's priorities and needs.

SECTION 3. Reimbursements

Reimbursement payments shall be paid within forty-five (45) days of invoicing from County. Maintenance expenses above \$1,000.00 for any single vehicle shall be reviewed and agreed upon between both parties before the vehicle is repaired.

SECTION 4: Payment Invoices.

Reimbursement payments to County under the terms of this M.O.U. shall be forwarded to:

Anderson County Finance Department
Room 210, Anderson County Courthouse
100 North Main Street
Clinton, TN 37716

SECTION 5: Default.

In the event of default by ACWA or County under this M.O.U. either Party may bring suit against the defaulting Party to enforce the terms of this M.O.U. provided that any alleged default is not cured by the defaulting Party after thirty (30) days written notice sent by the non-defaulting Party. The prevailing Party shall be entitled only to actual damages lost and any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

SECTION 6: No Oral Modification.

No modification, amendment, supplement to or waiver of this M.O.U. or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by all Parties.

SECTION 7: Waiver.

A failure of any Party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

SECTION 8: Entire Agreement.

This M.O.U. sets forth the entire understanding of the Parties as to the subject matter and may not be modified except in a writing executed by all Parties.

SECTION 9: Severability.

In the event any one or more of the provisions of this M.O.U. is invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.

SECTION 10: Cancellation.

This M.O.U. is subject to cancellation by the legislative body of the County or the ACWA Board with sixty (60) days written notice to the other Party.

SECTION 11: Exhibits

Any Exhibits attached hereto or incorporated herein are made a part of this M.O.U. for all purposes. The expression "this M.O.U." means the body of this M.O.U. and the Exhibits.

SECTION 12: Multiple Counterparts; Effectiveness.

This M.O.U. may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one M.O.U. This M.O.U. shall become effective when executed and delivered by all the Parties.

SECTION 13: Jurisdiction.

Each Party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this M.O.U. shall lie exclusively in such courts.

SECTION 14: Binding Effect.

This M.O.U. shall be binding upon and inure to the benefit of the Parties and upon their respective successors, heirs or assigns.

SECTION 15: Choice of Law.

This M.O.U. shall be governed and construed in accordance with the laws of the State of Tennessee.

SECTION 16: Notice.

Any notice required or provided pursuant to this M.O.U. shall be in writing and sent or delivered to the Parties by return receipt U.S. Mail.

SECTION 17: Titles and Subtitles.

Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending or changing the express terms of this M.O.U.

SECTION 18: Assignment.

This M.O.U. shall be assignable only upon the written consent of the non-assigning Party. Consent to an assignment shall not be unreasonably withheld. In the event of assignment or succession, the terms and conditions of this M.O.U. shall be binding upon the Parties and their successors, assigns, heirs, executors and/or administrators.

SECTION 19: Further Documentation.

The Parties agree for themselves and their successors and assigns to execute any and all instruments in writing which are or may become necessary or proper to carry out the purpose and intent of this M.O.U.

SECTION 20: Release and Hold Harmless.

The Parties agree that they shall and do hereby release, forever discharge and hold harmless one another as well as the employees, agents and counsel for one another from any and all claims whatsoever associated with this MOU. Furthermore, the Parties agree to indemnify each other losses, damages or judgments rendered or caused by the negligent or intentional acts of the other Party. The only claim between the Parties that shall survive this M.O.U. is compliance with the terms and provisions of this M.O.U.

IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority, have executed this M.O.U. on this _____ day of _____, 20____.

ACCEPTANCE BY ANDERSON COUNTY:

Terry Frank, County Mayor

Tracy Wandell, Commission Chair

Date: _____

John Vickery, AC Motor Pool

ATTEST:

APPROVED AS TO FORM:

Jeff Cole, County Clerk

N. Jay Yeager, County Law Director

ACCEPTANCE BY ACWA:

Larry Clowers, Manager

ACWA Board Chair

Date: _____

Harold Edwards-Term expiring 1/24

14. Commissioner Yager made a motion to authorize the Mayor to correct a calculation error on the 2019 PILT Agreement with the Department of Energy to reflect \$652,698.77 instead of \$653,698.77. Seconded by Commissioner Mead. Motion carried by voice vote.

Law Director

No action at this time.

Road Committee

15. Commissioner White made a motion to accept the following roads into the county road system. Seconded by Commissioner Isbel. Motion carried by voice vote.

Carley Ridge Way
Raelyn Ridge Way
Stem Lane
Leaf Lane
Branch Lane

Operations Committee

16. Commissioner Isbel made a motion to approve resolution 20-03-810 upon acceptance from the Road Superintendent. Seconded by Commissioner Mead. Motion carried by voice vote.

Legislative Committee

17. Commissioner Fritts made a motion to extend the Jackson Law till May 30, 2020. Seconded by Commissioner Denenberg. Motion carried by voice vote.

18. Commissioner Mead made a motion to approve resolution 20-02-805 with its amendments from February requesting the General Assembly to amend TCA Section 68-211-706. Seconded by Commissioner Denenberg. Motion carried by voice vote.

Old Business

No action at this time.

New Business

➤ 19. Commissioner Meredith made a motion to send to the Operations Committee the discussion of Asian Carp. Seconded by Commissioner Denenberg. Motion carried by voice vote.

20. Commissioner Meredith made a motion to go into Executive Session. Seconded by Commissioner Yager. Motion carried by voice vote.