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APR 15 2013

Memorandum

TO: SCTDD County Mayors and Budget Directors

FROM: Jerry L. Mansfield, Executive Director

DATE: April 11, 2013

SUBJECT: Dead Stock Removal Service Agreement for FY 2013-2014

For budgeting purposes, please find enclosed the Dead Stock Removal Service Agreement for fiscal year 2013-2014. The Service Agreement cost has not increased for fiscal year 2013-2014. SCTDD will absorb the increase in fuel surcharge, if applicable for 2013-2014.

Please sign the Service Agreement and return to SCTDD. After receiving all endorsed agreements, I will deliver to Appertain Corporation for endorsement and return a copy of same to you.

Any questions regarding this, please contact me; and thank you for your consideration in this matter.

DEAD STOCK REMOVAL SERVICE AGREEMENT

This Dead Stock Removal Service Agreement ("Agreement") is made and entered into by and between Appertain Corp. ("Provider"), South Central Tennessee Development District (the "District") and Rutherford County, Tennessee ("County"), this 1st day of July, 2013.

1. **For and in consideration of the sum of Thirty Three Thousand - Seven and 52/100 Dollars ($33,007.52), the County hereby appoints Provider to provide exclusive removal and disposal services for all dead livestock within the County. This sum shall be paid as follows: either (1) a lump sum payment consisting of the balance of the contractual sum on the date of execution of this Agreement; or (2) half of the contractual sum due upon the execution of this Agreement with the remaining balance to be paid on or before April 1, 2014. For purposes of this instrument, "dead livestock" shall include all farm or domesticated animals weighing in excess of 75 pounds. Provider reserves the right to refuse service of any dead livestock only in the event that the disposal of said animal would violate Provider's agreement with the landfill or other entity accepting the carcasses for disposal.**

2. **District shall pay Provider the total amount of $24,546.13, to be paid in twelve (12) equal installments, commencing on July 1, 2013, and payable on the 15th and 30th days of each month thereafter. The remaining balance of the sum paid by County shall be used by District to pay landfill and disposal fees.**

3. **This agreement shall be for an initial term of twelve (12) months commencing on July 1, 2013. This agreement is the final and complete agreement between the parties and supersedes any prior agreement, oral or written. The parties will enter into good faith negotiations to extend this Agreement within thirty (30) days of the end of the term of this Agreement unless the Agreement has been otherwise terminated. In good faith both parties agree that after satisfactory performance of this short term stop-gap agreement, Provider will be allowed to compete for longer term agreements.**

4. **Provider will provide removal service within 48 hours of notification, five days a week, excluding holidays. Provider may, at its sole discretion, provide removal service on Saturday. Initially pick-up calls will be made to (931) 363-8284 between the hours of 6 a.m. and 4 p.m. This call in number may change in the future. After hours or emergency pick-ups, as needed by law-enforcement, may be requested by calling: Belinda Pope – (931) 638-0775 (cell) – (931) 478-6608 (home); or Beverly Sherrill – (931) 244-0125 (cell) – (931) 629-6485 (cell). There is no guarantee that after hours call-in for next day pick-up can be honored; however Provider will make every effort to accommodate late call-in requests and in any event will remove the carcass within the next forty-eight (48) hours. If the late call-in request cannot be accommodated, the caller will be advised during the call by Ms. Pope or Ms. Sherrill.**

5. **All dead livestock shall be placed within 25 feet of gravel or paved surface to permit access without interference from any fence, building, structure or other obstacle, and accessible to a utility-type grapple vehicle. Provider will only be required to go to the specified pick up location. All locations must be generally accessible by a GPS system. Contact phone numbers must be provided at time of pick-up request.**

6. **Dead livestock shall be ready for removal prior to Provider's arrival. Dead animals must not be submerged in water or ice, or put into inaccessible ditches or low lying landfalls. Animals must not be severely deteriorated or have other animals feasting on the carcasses.**

7. **Provider will dump carcasses at Allied Waste at Middle Point Landfill in Murfreesboro, or an alternate site to be designated by District, by 3:30 p.m. each business day. If another disposal site is chosen by District and is farther from Provider's current central office than the Middle Point Landfill, the parties will negotiate a disposal surcharge to be paid to Provider to compensate Provider for the increased mileage. Provider will obtain weight tickets for all loads dumped and will provide these tickets to District on a monthly basis. In the event that Allied Waste refuses to accept the carcasses, and an alternate site is not feasible or cannot be secured, this Agreement will terminate upon written notice to County by District or Provider. In the event of a termination for the reasons set forth in this Paragraph, County's recourse/remedy shall be limited to termination of this Agreement, and the parties agree that District shall have no liability for any claims or damages resulting from such termination. County will be responsible for the cost of any services delivered prior to such a termination, but will have no further responsibility to Provider or District.**

8. **County residents shall remain responsible for all livestock while Provider performs its service.**

9. **County and/or District may terminate this Agreement due to nonperformance by Provider upon ten (10) days advance written notice to Provider.**

10. **The parties agree that Provider is an independent contractor, and shall not be deemed an employee of County or District. County agrees to hold the District harmless from any claims or damages caused by or related to any default and/or non-performance by Provider. Likewise, County agrees to hold the District harmless from any claims or damages caused by or related to the inability of Provider to secure a site to dispose of animal carcasses.**

11. **Provider shall obtain general liability insurance in an amount not less than $1,000,000.00 per occurrence, naming both County and District as additional insured. Provider indemnifies County and District, and holds each harmless for any claim or loss which occurs during or results from the performance of Provider's duties under this agreement. Provider shall obtain worker's compensation insurance to cover its employees. Proof of any insurance required under this Agreement shall be provided upon request by any party.**

12. **In the event of an extraordinary event or series of events resulting in carcasses exceeding an aggregate weight of 10,000 pounds, the County will be responsible to reimburse District for all charges related to carcass disposal exceeding 10,000 pounds of aggregate weight per extraordinary event.**

13. **Should laws and regulations be adopted during the term of this agreement that would materially affect Provider's ability to perform these services, Provider reserves the right to renegotiate this agreement or terminate it upon 30 days advance written notice.**

RUTHERFORD COUNTY, TENNESSEE	**APPERTAIN CORP.**
By: _____	**By:** _____
Print: _____	**Print:** _____
Title:_____	**Title:**_____

SOUTH CENTRAL TENNESSEE DEVELOPMENT DISTRICT

By_____
Jerry Mansfield, Executive Director