



Public Safety Committee Meeting

Law Enforcement Agenda

July 27, 2021



1. Personnel
2. Promotional Process
3. Training
4. Fleet
5. Calls for Service
6. Traffic Stops
7. Stats

Personnel

We have filled one of the three open positions with a certified officer and have two uncertified that will come on board September 1 and will be attending the T.L.E.T.A. starting the last week of September. In addition, officer Isbell returns to T.L.E.T.A for Firearms Qualification the first week of August to complete her training, and upon certification, she will be released from FTO Training and able to work on her own.

Promotional Process

The four sergeant candidates have completed the assessment center and the written exam. We have received the preliminary assessment center report and are awaiting the written exam scores. The final part of the process, interviewing with me, will take place this week, and I should decide by the second week of August.

Training

Captain Howell is presently attending his first two weeks of training in the Southeastern Command Leadership School.

Detective Doss will be attending a Criminal Investigations School in August, and Lt. McCurry and Detective Dowell will attend a Homicide Conference in September.

I also will be sending the newly promoted Sergeant to Denton, Texas, to a First Line Supervisory School. This Sergeant will also be required to ride with each Sergeant (all four shifts) for two weeks before assigning them to their assigned shift.

Fleet Report

On June 29, 2021, at 22:55 hours, Sgt. Templeton was assisting Officer Perry in apprehending a suspect in a stolen vehicle on the lot of Quality Inn. The suspect attempted to flee and side-swiped Sgt. Templeton's vehicle (PL03) causing a little over \$5000.00 damage. Responsible did not have insurance.

On July 2, 2021, at 14:04 Hours, Officer L. Smith was southbound on Simington south of Peeler when a northbound trailer, being pulled by a truck, dislodged from the truck and entered the southbound lanes, striking Officer Smith's Vehicle (PL06) in the driver's door and down the drivers side of the vehicle causing extensive damage resulting in it being considered a total loss by the insurance company.

Discuss steps taken to replace PL06.

Calls for Service

January	892
February	997
March	1075
April	1037
May	1088
June	1012

Total Traffic Stops

May	804
June	661

Stats

Offense Category ^	Previous Yr Qty	Current Yr Qty	Change
Homicide	0	0	0.0%
Sex Offenses, Forcible	3	0	-100.0%
Kidnapping/Abduction	1	1	0.0%
Memo	126	132	4.8%
Assault	15	12	-20.0%
Domestic Offenses	11	14	27.3%
Weapon	1	0	-100.0%
Counterfeiting/Forgery	3	1	-66.7%
Burglary	3	5	66.7%
Motor Vehicle Theft	1	1	0.0%
Fraud	3	2	-33.3%
Larceny/Theft	29	16	-44.8%
Embezzlement	0	1	100.0%
Vandalism	6	8	33.3%
Drug/Narcotic	9	13	44.4%
Pornography/Obscene Material	0	1	100.0%
Miscellaneous Reports	46	45	-2.2%
Sex Offenses, Nonforcible	1	0	-100.0%

Arrest Type ^	Previous Yr Qty	Current Yr Qty	Change
Adult (On-View Arrest)	46	26	-43.5%
Adult (Summoned/Cited)	21	24	14.3%
Adult (Taken Into Custody)	33	24	-27.3%
Juvenile (On-View Arrest)	2	2	0.0%
Juvenile (Summoned/Cited)	11	4	-63.6%

Ticket Type ^	Previous Yr Qty	Current Yr Qty	Change
Traffic	0	246	24600.0%
Traffic Charges	0	315	31500.0%
Red Flex	0	0	0.0%
Parking	0	0	0.0%
Ordinance	0	0	0.0%
Tow	0	16	1600.0%
Warning	0	148	14800.0%

Crash Type ^	Previous Yr Qty	Current Yr Qty	Change
Injury possible	0	4	400.0%
Property damage (over \$400)	0	21	2100.0%
Property damage (under \$400)	0	4	400.0%



City of Covington

OFFICE OF THE FIRE CHIEF

P.O. Box 768

Covington, Tennessee 38019



Covington Fire Department

Report for July 27 ,2021

1. Community Events/Meetings: Chiefs Channell and Griggs attended the 53rd annual Tennessee Fire Chiefs Conference July 17-20 ,2021 in Murfreesboro Tn. Back to school Backpack drive Saturday August 7,2021 @ Professional Care Services.1997 HWY 51 South Covington, Child Must be present.
2. Volunteer Hours: 60 hours worked by Volunteers in the month of June.
3. Run Report for June 17th -July 23rd ,2021 attached. Total calls for 2021.
4. County coverage area collections to date for 2021-\$82,765.00
5. Personnel report: One Elective out until possibly August 4th
6. Job offers were extended to three of the volunteer firefighters, Terrance Smith, Kyle Ginn, and Taylor Moore.
7. Inservice /Training: Training tower from the State Fire Academy was in Covington for above grade firefighter training.
8. Tipton County Farm Bureau and its members presented a Grain Bin extrication Tube to the Covington Fire Department.
9. Care Report-(Free Smoke Alarms) call (901)-476-2578 to schedule.
10. Air-pack flow test and Air Mask Fit test were conducted and complete on July 12-14th
11. Medical Director agreement is up for renewal, all parties are projected to sign July 26th 2021.
12. Volunteer Firefighter Update: We currently have 2 volunteer firefighters Baker McCool and Gene Coltrane and 6 applicants Terrence Burnett, Keith Cannon, Duval Dean, Mark Goforth, Andrew Harrington, and Justin Warf.

53RD

ANNUAL

**TENNESSEE
FIRE CHIEFS
ASSOCIATION
CONFERENCE**



**JULY 17 - 20, 2021
EMBASSY SUITES
MURFREESBORO, TN**



Tennessee Fire Chiefs Association

53rd Annual Conference

July 17 – 20, 2021

Embassy Suites, Murfreesboro, TN

NFA: “Best Practices in Community Risk Reduction” (Cambridge AB)	0800 – 1200
NFA: Executive Skills Series (Broadlands AB) “Exercising Leadership Ethically”	0800 – 1200
Lunch (On Your Own)	1200 – 1300
NFA: “Best Practices in Community Risk Reduction” (Cambridge AB)	1300 – 1630
NFA: Executive Skills Series (Broadlands AB) “Exercising Leadership Ethically”	1300 – 1630

Sunday, July 18, 2021

NFA: “Best Practices in Community Risk Reduction,” Continued (Cambridge AB)	0800 – 1200
NFA: Executive Skills Series, Continued (Broadlands AB) “Exercising Leadership Ethically”	0800 – 1200
Volunteer Fire Service Informational Session (Lunch provided to attendees)	0900 – 1300
- Incentive Pay for Volunteers Training (Oakleigh ABC)	
- Fire Grants for Volunteer FD's	
- SFMO Update	
Exhibitor Registration and Exhibitor Setup (Mirabella A-E)	0800
Membership Registration	1100 – 1700
Lunch (On Your Own)	1200 – 1300
Exhibitor and Equipment Display Opens (Mirabella A-E)	1300 – 1700
NFA: “Best Practices in Community Risk Reduction,” Continued (Cambridge AB)	1300 – 1630
NFA: Executive Skills Series, Continued (Broadlands AB) “Exercising Leadership Ethically”	1300 – 1630
Roadway/Fleet Safety (Oakleigh ABC)	1530 – 1600
Presented by Cory Hohs, CEO and Co- HAAS Alert	

TFCA Board of Directors Meeting (Oakleigh ABC)	1630 - 1730
Networking Room Opens (Room 230)	1900 - 2230

Monday, July 19, 2021

Exhibits and Equipment Display Opens (Mirabella A-E)	0830 – 1000
TN Fire Public Educators Association Meeting (Cambridge A)	0800 – 1700
Opening Ceremonies (Oakleigh ABC) Chief Tony Watson, TFCA President (Pigeon Forge Fire Department)	1000 – 1130

Invocation

Chaplain Lee Douglas, Murfreesboro Fire Rescue

Presentation of Colors

Murfreesboro Fire Rescue Honor Guard

National Anthem

Captain Adam Brown, Murfreesboro Fire Rescue

Pledge of Allegiance

Chief Bob Dudley, TFCA First Vice President (Greenfield Volunteer Fire Department)

Welcome to Conference

Chief Tony Watson, TFCA President (Pigeon Forge Fire Department)

Chief Mark Foulks, Murfreesboro Fire Rescue

Mayor Shane McFarland, City of Murfreesboro

Commissioner Carter Lawrence, TN Department of Commerce & Insurance, State Fire Marshal

Director Patrick Sheehan, Tennessee Emergency Management Association

Memorial Service

Chaplain Lee Douglas, Murfreesboro Fire Rescue Department

Special Awards

TFCA Board of Directors Nominations

Keynote Speaker – Chief Patrick Kenny (Oakleigh ABC)

Sponsored by National Fire Sprinkler Association

TN Fire Chiefs Board of Directors Nominations (Oakleigh ABC)

Vendor Luncheon (Mirabella G-J)	1200 – 1400
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“Strategic Planning for the 21st Century Fire Chief”	1400 – 1500
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Presented by Scott Eskwitt, Fire Chief (Retired)/Attorney

Sponsored by Lexipol

Exhibits and Equipment Display Opens (Mirabella A-E)	1500 – 1700
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ISO Presentation (Oakleigh ABC) 1500 – 1545

Networking Room Opens (Room 230) 1900 -2230

Tuesday, July 20, 2021

“Mutual Aid Presentation” (Oakleigh ABC) 0800 – 0930

TN Fire Public Educators Association Meeting (Mirabella A) 0800 – 1700

“Stand Up and Be the Best” (Oakleigh ABC) 1000 – 1130

Chief Patrick Kenny – Presentation sponsored by NFSA

Lunch 1130 – 1300

“Understanding Authority Having Jurisdiction” (Oakleigh ABC) 1300 – 1400

Presented by Chief William “Bill” Killen

Sponsored by National Fire Sprinkler Association

TFCA Business Meeting/Election (Oakleigh ABC) 1400 – 1500

“Utilization of Drones for Industrial & Municipal Fire Service” (Oakleigh ABC) 1530 – 1630

Presented by Alex Meldem, Flyability Inc.

Annual Banquet and Installation of Officers (Oakleigh ABC) 1830

(Dress Uniform or Business Attire)

Networking Room Opens (Room 230) 2030

**Professional Care Services'
5th Annual**



Back to School

SUPPLY DRIVE

**SATURDAY, AUGUST 7, 2021
9:00AM - 11:00AM (or until supplies last)**

1997 Highway 51 South | Covington, TN

Child must be present in order to receive a backpack and supplies.

Covington Fire Department

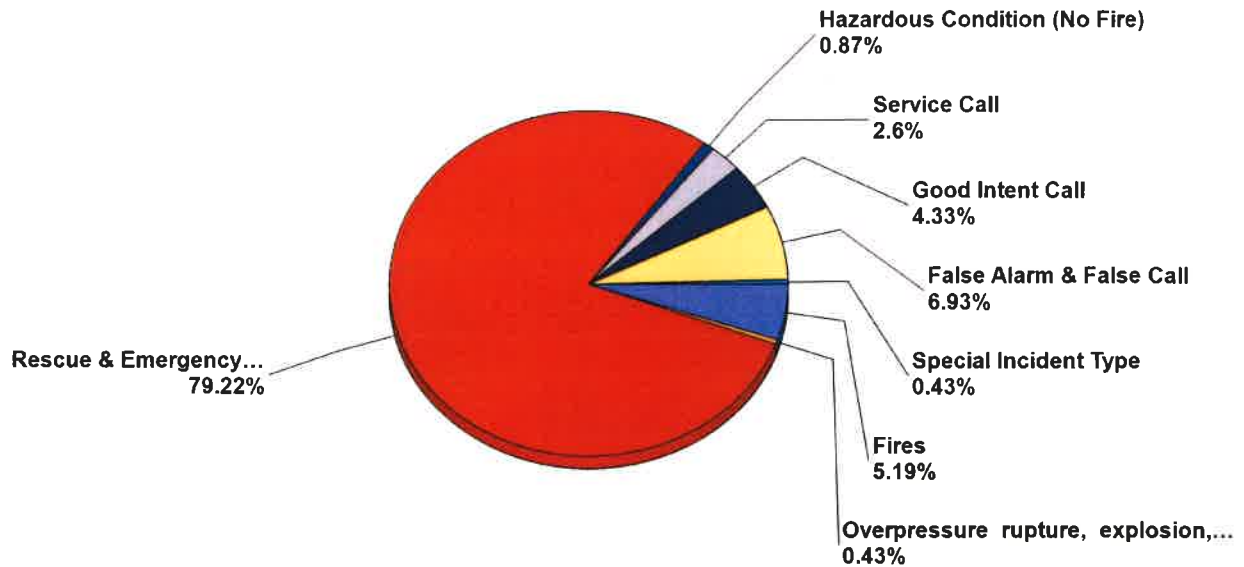
Covington, TN

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Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 06/17/2021 | End Date: 07/23/2021



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	12	5.19%
Overpressure rupture, explosion, overheating - no fire	1	0.43%
Rescue & Emergency Medical Service	183	79.22%
Hazardous Condition (No Fire)	2	0.87%
Service Call	6	2.6%
Good Intent Call	10	4.33%
False Alarm & False Call	16	6.93%
Special Incident Type	1	0.43%
TOTAL	231	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



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Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	1	0.43%
113 - Cooking fire, confined to container	2	0.87%
118 - Trash or rubbish fire, contained	1	0.43%
121 - Fire in mobile home used as fixed residence	1	0.43%
131 - Passenger vehicle fire	3	1.3%
140 - Natural vegetation fire, other	1	0.43%
141 - Forest, woods or wildland fire	1	0.43%
143 - Grass fire	1	0.43%
154 - Dumpster or other outside trash receptacle fire	1	0.43%
251 - Excessive heat, scorch burns with no ignition	1	0.43%
311 - Medical assist, assist EMS crew	11	4.76%
321 - EMS call, excluding vehicle accident with injury	159	68.83%
322 - Motor vehicle accident with injuries	7	3.03%
324 - Motor vehicle accident with no injuries.	6	2.6%
412 - Gas leak (natural gas or LPG)	1	0.43%
444 - Power line down	1	0.43%
500 - Service Call, other	1	0.43%
510 - Person in distress, other	4	1.73%
522 - Water or steam leak	1	0.43%
600 - Good intent call, other	1	0.43%
611 - Dispatched & cancelled en route	7	3.03%
622 - No incident found on arrival at dispatch address	1	0.43%
651 - Smoke scare, odor of smoke	1	0.43%
700 - False alarm or false call, other	4	1.73%
710 - Malicious, mischievous false call, other	1	0.43%
730 - System malfunction, other	1	0.43%
733 - Smoke detector activation due to malfunction	2	0.87%
735 - Alarm system sounded due to malfunction	3	1.3%
743 - Smoke detector activation, no fire - unintentional	1	0.43%
744 - Detector activation, no fire - unintentional	1	0.43%
745 - Alarm system activation, no fire - unintentional	3	1.3%
911 - Citizen complaint	1	0.43%
TOTAL INCIDENTS:	231	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



Covington Fire Department

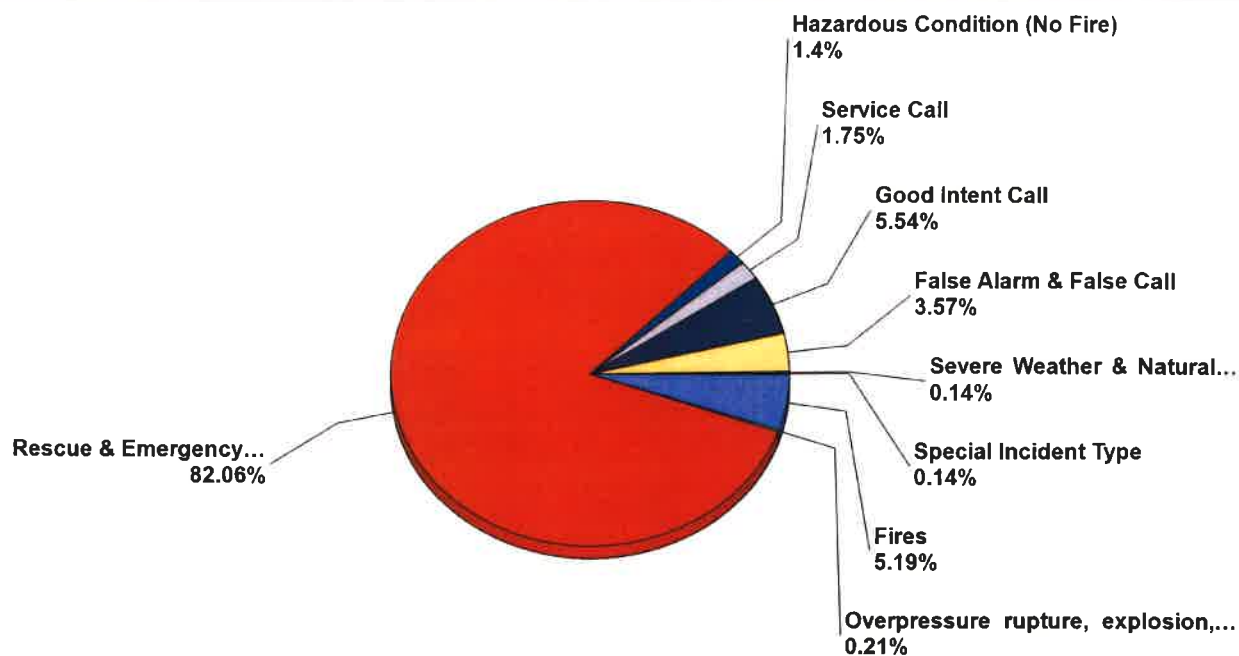
Covington, TN

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Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2021 | End Date: 12/31/2021



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	74	5.19%
Overpressure rupture, explosion, overheating - no fire	3	0.21%
Rescue & Emergency Medical Service	1171	82.06%
Hazardous Condition (No Fire)	20	1.4%
Service Call	25	1.75%
Good Intent Call	79	5.54%
False Alarm & False Call	51	3.57%
Severe Weather & Natural Disaster	2	0.14%
Special Incident Type	2	0.14%
TOTAL	1427	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



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Detailed Breakdown by Incident Type		
INCIDENT TYPE	# INCIDENTS	% of TOTAL
100 - Fire, other	1	0.07%
111 - Building fire	17	1.19%
113 - Cooking fire, confined to container	8	0.56%
118 - Trash or rubbish fire, contained	3	0.21%
121 - Fire in mobile home used as fixed residence	2	0.14%
130 - Mobile property (vehicle) fire, other	1	0.07%
131 - Passenger vehicle fire	14	0.98%
133 - Rail vehicle fire	2	0.14%
138 - Off-road vehicle or heavy equipment fire	2	0.14%
140 - Natural vegetation fire, other	2	0.14%
141 - Forest, woods or wildland fire	2	0.14%
142 - Brush or brush-and-grass mixture fire	4	0.28%
143 - Grass fire	10	0.7%
151 - Outside rubbish, trash or waste fire	2	0.14%
154 - Dumpster or other outside trash receptacle fire	1	0.07%
155 - Outside stationary compactor/compacted trash fire	1	0.07%
161 - Outside storage fire	2	0.14%
251 - Excessive heat, scorch burns with no ignition	3	0.21%
311 - Medical assist, assist EMS crew	107	7.5%
320 - Emergency medical service, other	2	0.14%
321 - EMS call, excluding vehicle accident with injury	985	69.03%
322 - Motor vehicle accident with injuries	41	2.87%
324 - Motor vehicle accident with no injuries.	28	1.96%
331 - Lock-in (if lock out , use 511)	2	0.14%
350 - Extrication, rescue, other	2	0.14%
351 - Extrication of victim(s) from building/structure	1	0.07%
352 - Extrication of victim(s) from vehicle	2	0.14%
360 - Water & ice-related rescue, other	1	0.07%
400 - Hazardous condition, other	1	0.07%
412 - Gas leak (natural gas or LPG)	11	0.77%
440 - Electrical wiring/equipment problem, other	1	0.07%
443 - Breakdown of light ballast	2	0.14%
444 - Power line down	3	0.21%
463 - Vehicle accident, general cleanup	1	0.07%
480 - Attempted burning, illegal action, other	1	0.07%
500 - Service Call, other	2	0.14%
510 - Person in distress, other	12	0.84%
511 - Lock-out	1	0.07%
520 - Water problem, other	1	0.07%
522 - Water or steam leak	2	0.14%
551 - Assist police or other governmental agency	3	0.21%
552 - Police matter	2	0.14%
553 - Public service	1	0.07%
561 - Unauthorized burning	1	0.07%
600 - Good intent call, other	2	0.14%
611 - Dispatched & cancelled en route	64	4.48%
622 - No incident found on arrival at dispatch address	6	0.42%
651 - Smoke scare, odor of smoke	6	0.42%
652 - Steam, vapor, fog or dust thought to be smoke	1	0.07%
700 - False alarm or false call, other	7	0.49%
710 - Malicious, mischievous false call, other	1	0.07%
711 - Municipal alarm system, malicious false alarm	2	0.14%
730 - System malfunction, other	3	0.21%
733 - Smoke detector activation due to malfunction	7	0.49%
735 - Alarm system sounded due to malfunction	12	0.84%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
740 - Unintentional transmission of alarm, other	1	0.07%
741 - Sprinkler activation, no fire - unintentional	2	0.14%
743 - Smoke detector activation, no fire - unintentional	4	0.28%
744 - Detector activation, no fire - unintentional	1	0.07%
745 - Alarm system activation, no fire - unintentional	11	0.77%
813 - Wind storm, tornado/hurricane assessment	1	0.07%
814 - Lightning strike (no fire)	1	0.07%
900 - Special type of incident, other	1	0.07%
911 - Citizen complaint	1	0.07%
TOTAL INCIDENTS:	1427	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.





Covington Fire Dept. CARE/911 Alternative Program

Monthly Report – July, 2021

- General Office Duties
- Assisted with the Backpack to School Fest, held at Covington High School
- Attended and completed training at the TEAMSA Conference in Murfreesboro TN.
- Accepted to be a STOP THE BLEED Ambassador
- Attended the Children's Family Service Juneteenth event at Frazier Park
- Five visits to Magnolia Creek Nursing and Rehabilitation
- Monthly Inspection of Fire equipment – Medical – my Infection Control Officer Duties, all equipment passed
- Completed Two AHA BLS recertification classes
- Completed Three AHA Heart Saver 1stAid CPR AED recertification classes
- Assisted with the Covington Fire Department 1st Blood Drive
- Attended Two Rotary Civic events at the Covington Country Club
- Installed Three smoke Alarms
- Approximately Thirty welfare checks
- Assisted on Three EMS calls
- Five visits to Baptist Hospital Tipton Emergency Room Department

INDEPENDENT CONTRACTOR AGREEMENT

This agreement made this _____ day of _____, 2021, by and between the City of Covington, Tennessee, a Tennessee municipal corporation, (hereinafter “the City”) and David Conner, M.D, a medical doctor duly licensed to practice medicine in the State of Tennessee, (hereinafter the “Contractor”).

ARTICLE 1

1.1 SCOPE OF SERVICES. The Contractor will serve as the Covington Fire Department (hereinafter “CFD”) Medical Director throughout the term of this Agreement, or any subsequent renewal thereof. As the CFD Medical Director, “Contractor” will:

- (A) Provide off-line medical control services to include review/approval of the service protocols, quality improvement reviews, personnel evaluations for clinical fitness for duty/coverage by medical malpractice, advice to “CFD” regarding EMS and medical control, and other mutually agreed upon duties;
- (B) Review reports and run sheets for incidents;
- (C) Assist the EMS Director in setting up and evaluating a continuous quality improvement program in accordance with the state and federal regulations;
- (D) Participate in educational programs for “CFD”;
- (E) Advise the Fire Chief and the Mayor for the City on issues relating to the provision of quality emergency medical care by the agency’s personnel;
- (F) Assist in the planning and implementation of new/expanded programs that promote the public welfare and the welfare of the agency’s personnel;
- (G) Provide other medical advisory services related to the first responder program and other programs of the agency as necessary;

(H) Act in the role of consultant for the Advanced Life Support personnel of the agency; and

(I) Assist in the coordination of research projects and their implementation to include the obtaining of grants.

1.2 TERM. This Agreement shall commence on the 1st day of _____ 2021 and shall terminate on the last day of _____ 2021.

1.3 COMPENSATION. For the satisfactory performance of the duties enumerated above, the City shall pay Contractor the sum of Three Thousand Dollars (\$3,000.00) per year. This compensation shall be paid in twelve (12) equal monthly payments of Two Hundred Fifty Dollars (\$250.00), payable on or before the 15th day of the month after services are rendered.

1.4 EFFECT OF CONTRACTOR'S DEATH. This Agreement shall terminate immediately upon the death of the "Contractor," and upon the happening of that event, the City shall not be liable for any future payments under this Agreement to the estate of the "Contractor" or any other person or entity.

ARTICLE 2

HOLD HARMLESS AND INDEMNIFICATION

"Contractor" shall defend, indemnify and hold harmless "CFD" and the "City," its agents and employees from any and all liability and expenses to "Contractor" or any third parties for claims, personal injuries, property damage, or loss of life or property resulting from, or in any way connected with, or alleged to have arisen from, the performance of this terms of this agreement, except where the proximate cause of such injury, damage, or loss was the sole negligence of "CFD," its agents or employees.

The "Contractor" shall defend, indemnify and hold "CFD" and the "City its agents and

employees harmless and pay all judgments that shall be rendered in any such actions, suits, claims or demands against same alleging liability referenced above, except where the proximate cause of such injury, damage or loss was the sole negligence of “CFD” or the “City” its agents or employees.

ARTICLE 3

INSURANCE

“Contractor” will procure and maintain for the duration of this Agreement, Professional Liability Insurance, with a limit of not less than One Million Dollars (\$1,000,000), to cover claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement by the “Contractor,” his agents, representatives, employees or subcontractors. Additionally, “Contractor” will maintain automobile liability insurance for the duration of this Agreement.

ARTICLE 4

TERMINATION

Either party may cancel this Agreement, with or without cause, with a 60 day written notice to the other party. The parties are not obligated to perform or pay for any services pursuant to this Agreement after receipt of the notification of cancellation. The parties agree that this agreement is terminable at will. The parties agree that they shall not be entitled to any damages, claims, causes of action, judgment or demands in the event either party terminates this contract pursuant to this Article.

ARTICLE 5
NON-DISCRIMINATION

The “Contractor”:

(A) will not discriminate against any employee or applicant for employment because of race, age, color, religion, national origin, sex or disability;

(B) will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, age, color, religion, natural origin, sex or disability;

(C) will, in all solicitations or advertisements for employees placed by or on behalf of it, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, national origin, sex or disability; and

(D) will include these provisions in every subcontract or sublease let by or for him.

ARTICLE 6
ETHICAL STANDARDS

6.1 “Contractor” shall not participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to “Contractor’s” knowledge there is a financial interest possessed by:

(A) The “Contractor” or the contractor’s immediate family;

(B) A business other than a public agency in which the contractor or a member of the “Contractor’s” immediate family serves as an officer, director, trustee, partner

or employee; or

(C) Any other person or business with whom the director or a member of “Contractor’s” immediate family is negotiating or has an arrangement concerning prospective employment.

6.2 GRATUITIES. “Contractor” shall not solicit, demand, accept or agree to accept from another person or entity, anything of a pecuniary value for or because of:

(A) An official action taken, or to be taken, or which could be taken by “Contractor” and/or such person or entity;

(B) A legal duty performed, or to be performed, or which could be performed by “Contractor” and/or such person or entity; or

(C) A legal duty violated, or to be violated, or which could be violated by “Contractor” and/or such person or entity.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

6.3 KICKBACKS. “Contractor” shall at no time receive any payment, gratuity or benefit to be made by or on behalf of a subcontractor or any person associate therewith as an inducement for the award of a subcontract or order.

ARTICLE 7

RENEWAL OF AGREEMENT

This agreement shall automatically renew for additional terms of one (1) year unless, not less than ninety (90) days before the date of termination, as determined in Section 1.2 of this Agreement, either party gives notice in writing to the other that such party will not renew this agreement.

ARTICLE 8

MISCELLANEOUS PROVISIONS

8.1. INDEPENDENT CONTRACTOR. The “Contractor” will render all services as an independent contractor; it will not be considered an employee of “CFD” or the “City” nor will it be entitled to any benefits, insurance, pension, or workers’ compensation as an employee of “CFD” or the “City.”

8.2. ASSIGNMENT. The “Contractor” will not assign or transfer any interest in this agreement without obtaining the prior written approval of “CFD” and the “City.”

8.3. SUBCONTRACTORS. The “Contractor” will not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of “CFD” and the “City.”

8.4. WRITTEN AMENDMENTS. This Agreement may be modified only by a written amendment or addendum which has been executed and approved by the appropriate officials shown on the signature page of this Agreement.

8.5. REQUIRED APPROVALS. Neither the “Contractor” nor the “City” is bound by this Agreement until it is approved by the appropriate officials shown on the signature page of

this Agreement.

8.6 ARTICLE CAPTIONS. The captions appearing in this Agreement are for convenience only and are not a part of this Agreement; they do not in any way limit or amplify the provisions of this Agreement.

8.7. SEVERABILITY. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement, at any time.

8.8. FEDERAL, STATE AND LOCAL REQUIREMENTS. The “Contractor” is responsible for full compliance with all applicable federal, state and local laws, rules and regulations, including but not limited to being duly licensed to practice medicine in the State of Tennessee by the Board of Medical Examiners, and being in good standing with the Tennessee Department of Health.

8.9. GOVERNING LAW. This Agreement will be governed and construed in accordance with the laws of the State of Tennessee, and proper venue for litigation concerning this agreement shall be in Tipton County, Tennessee.

8.10. NOTICES. All notices of either party to terminate this agreement shall be given in writing and sent by registered mail, addressed to the other party as herein provided.

Covington Fire Department
ATTN: Chief Richard Griggs
101 Tennessee Ave.
Covington, TN 38019
Dr. David Conner
6019 Walnut Grove Rd.
Memphis, TN 38120

IN WITNESS WHEREOF, the parties have executed or caused to be executed this agreement on its behalf, the date and year first above written in duplicate originals.

BY:

City of Covington, Tennessee

Covington Fire Department

Justin Hanson, Mayor

Tina Dunn, Treasurer-Recorder

Richard Griggs, Fire Chief

BY:

David Conner, M.D.

STATE OF TENNESSEE
COUNTY OF TIPTON

Personally, appeared before me, _____, a Notary Public, Justin Hanson, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained and who further acknowledged that he is the Mayor of the City of Covington, Tennessee and is authorized by the Charter of the City of Covington, Tennessee to execute this instrument on behalf of the City of Covington.

WITNESS by hand, at office, this the _____ day of _____, 2019.

NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF TIPTON

Personally, appeared before me, _____, a Notary Public, Tina Dunn, with whom I am personally acquainted, and who acknowledged that she executed the foregoing instrument for the purposes therein contained and who further acknowledged that she is the Treasurer-Recorder of the City of Covington, Tennessee and is authorized by the Charter of the City of Covington, Tennessee to execute this instrument on behalf of the City of Covington.

WITNESS by hand, at office, this the _____ day of _____, 2019.

NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF TIPTON

Personally appeared before me, _____, a Notary Public, Richard Griggs, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained and who further acknowledged that he is the Fire Chief of the Covington Fire Department and is authorized to execute this agreement on behalf of the Covington Fire Department.

WITNESS by hand, at office, this the _____ day of _____, 2019.

NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF _____

Personally, appeared before me, _____, a Notary Public, David Conner, M.C., with whom I am personally acquainted or has proved his identity upon satisfactory identification, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS by hand, at office, this the _____ day of _____, 2019.

NOTARY PUBLIC