



SUMNER COUNTY COMMISSION

355 N. Belvedere Drive – Room 111
Gallatin, Tennessee 37066-5410

The following minutes are included in this packet:

Commissioners

Terry Moss – 1st

Terry Wright – 2nd

Mark Harrison – 3rd

Dillon Lamberth – 4th

Darrell Rogers – 5th

David Klein – 6th

Danny Sullivan – 7th

Baker Ring – 8th

Dr. Mary Genung – 9th

Benjamin Harris – 10th

Kevin Pomeroy – 11th

Deborah Holmes – 12th

Terri Boyt – 13th

Dr. Jamie Teachenor – 14th

J. Wes Wynne – 15th

Jeremy Mansfield – 16th

Robert Brown III – 17th

Don Schmit – 18th

Shannon Burgdorf – 19th

Merrol Hyde – 20th

Jerry Becker – 21st

Matthew Shoaf – 22nd

Tim Jones – 23rd

Chrissi Miller – 24th

Beer Board.....April 21

Committee on Committees.....April 14

General Operations.....April 7

Health & Emergency Services.....April 7

Legislative Committee.....April 14

**MINUTES
APRIL 21, 2025
BEER BOARD
CHAIRMAN, BAKER RING**

Present:

Baker Ring, Chairman
Don Schmit, Vice-Chairman
Chrissi Miller
Terry Moss

Absent:

Kevin Pomeroy

Also Present:

Eric Sitler, Law Director
Jennifer Mitchell, minute taker

The regular meeting of the Beer Board was brought to order by Chairman Ring on Monday, April 21, 2025, at 6:30 p.m. in the Sumner County Administration Building in Gallatin. A quorum was present.

Agenda. Upon motion of Comm. Miller, seconded by Comm. Schmit, the Board voted unanimously to approve the agenda.

Minutes of January 27, 2025. Upon motion of Comm. Schmit, seconded by Comm. Moss, the Board unanimously approved the minutes for January 27, 2025.

Recognition of the Public. None

II. Old Business.

III. New Business.

A. Application for beer permit.

The purpose of the meeting was to discuss and vote on the beer application of the following:

- A. William Mack Hodges DBA Oak Grove General Store, located at 2708 Highway 52 East, Bethpage, TN 37022. This application is for off-premises consumption.

Comm. Moss moved, seconded by Comm. Miller, to approve the beer permit. The motion carried unanimously.

- B. Justin Ryan Dragu DBA Shady Cove Restaurant, located at 1115 Shady Cove Road, Castalian Springs, TN 37031. This application is for on-premises consumption.

Comm. Miller moved, seconded by Comm. Schmit, to approve the beer permit. The motion carried unanimously.

Adjournment. Chairman Ring declared the meeting adjourned at 6:34 p.m. upon motion of Comm. Miller and seconded by Comm. Schmit.

Prepared by Jennifer Mitchell

**COMMITTEE ON COMMITTEES
MINUTES
CHRISSI MILLER, CHAIRMAN
APRIL 14, 2025**

Present:

Chrissi Miller, Chairman
Deborah Holmes
David Klein

Absent:

Dr. Mary Genung, Vice-Chairman
Dillon Lamberth

Also Present:

Eric Sitler, Law Director
Jennifer Mitchell, minute taker

Chairman Miller brought the regular scheduled meeting of Committee on Committees to order with an invocation by Comm. Klein on Monday, April 14, 2025, at 5:00 p.m. Chairman Miller declared a quorum to conduct business.

Agenda.

Without objection, Chairman Miller removed the Library Board appointments from the agenda with the changed in the numbers of members.

Upon motion of Comm. Klein, seconded by Comm. Holmes, the Committee voted unanimously to approve the agenda.

Approval of Minutes of March 17, 2025.

Upon motion of Comm. Holmes, seconded by Comm. Klein, the Committee voted unanimously to approve the minutes of March 17, 2025.

Public Recognition.

None

Report of the Chairman.

No report

Report of the County Mayor.

Not present

8. Old Business.

a. Appointments.

Sumner County Library Board of Trustees – 2-year term.

Removed from the agenda.

Sumner County Solid Waste Board 6-year term.

- Bob Bristol, present member
- Elaine Gore, present member

No action taken

Health and Safety Standards Board 6-year term.

- Mindy Moore, present member
- Steve Graves, present member
- Jim Young, present member

No action taken

Industrial Development Board 6-year term.

- Jim Hodges, present member

No action taken

Zoning Board of Appeals 5-year term

- Nathan Stone to replace Maclin Holt, present member
- Shannon Burgdorf, present member

Comm. Klein moved, seconded by Comm. Holmes, to discuss. The motion carried unanimously.

After brief discussion, Comm. Klein moved, seconded by Comm. Holmes, to approve Nathan Stone to replace Maclin Holt and forward to the full Commission with a positive recommendation. The motion carried unanimously.

9. New Business.

Board of Construction Appeals 1-year term

- John Genung (Alternate)

Comm. Klein moved, seconded by Comm. Holmes, to approve John Genung to remain an alternate and forward to the full Commission with a positive recommendation. The motion carried unanimously.

10. Adjournment. Upon motion of Comm. Klein, seconded by Comm. Holmes, the Committee adjourned at 5:04 p.m.

**MINUTES
GENERAL OPERATIONS COMMITTEE
JEREMY MANSFIELD, CHAIRMAN
APRIL 7, 2025**

Present:

Jeremy Mansfield, Chairman
David Klein, Vice-Chairman
Dr. Mary Genung
Deborah Holmes
Tim Jones
Terry Moss
Absent:
Chrissi Miller

Also Present:

John Isbell, County Mayor
Eric Sitler, Law Director
Scott Shamrock, Projects and Grant Specialist
Dustin Owens, Grant Accountant
Jennifer Mitchell, minute taker

Chairman Mansfield brought the regular scheduled meeting of the General Operations Committee to order with an invocation by Comm. Holmes on Monday, April 7, 2025, at 6:30 p.m. in the Sumner County Administration Building. Chairman Mansfield declared a quorum present to conduct business.

3. Approval of Agenda.

Comm. Jones moved, seconded by Comm. Genung, to approve the agenda. The motion carried unanimously.

4. Approval of the Minutes of March 3, 2025.

Upon motion of Comm. Klein, seconded by Comm. Genung, the Committee voted unanimously to approve the minutes of March 3, 2025.

5. Recognition of the Public.

Jim Latimer of 1578 Latimer Lane, Hendersonville, thanked the committee for their work in getting the money to preserve the Brown House.

Ron Blanton of 155 East Main Street, Gallatin, stated he is available to answer any questions about Recovery Court Inc.

Mike Gorham, City Manager for Millersville of 1116 Parkers Chapel Road, Portland, spoke to EMS housing at Millersville Fire Station # 2. He stated the city is not interested in supporting the use of taking the living spaces for EMS due to growth in the area and the need to use the space for the firefighters.

Jerrica Mayor of 1360 Wentworth Drive, Gallatin, President of the Sumner Prevention Coalition expressed her support for the sale of the Children Are People Building to the Coalition.

Ashley Freeman of 233 Sunset Blvd, Gallatin, spoke in favor of the Children Are People Building being sold to the Sumner Prevention Coalition.

Mike McClard of 102 Tioga Trail, Hendersonville, informed the committee that the side door on the Brown House has been kicked in and the need for some lighting.

6. Report of Chairman.

Chairman Mansfield thanked the committee members and the finance department for all their hard work.

7. Report of Finance Director.

a. Capital Projects and ARPA Projects Update

Scott Shamrock, Projects and Grants Specialist reported on current projects. Handout with updates is attached.

Dustin Owens, Grant Accountant reported that the Hendersonville Health Department must be turnkey ready by June 30th, 2026. He explained the state has given funds but there are no additional funds available from the state above what they have committed and due to the timeframe, it would be difficult to make changes to have turnkey ready by deadline. If additional funds are needed the request would come before the Commission. He further explained approximately \$357,000 has spent in ARPA funds and if the project is canceled the county would incur that cost.

Comm. Klein moved, seconded by Comm. Jones, to suspend the rules to allow Hal Hendricks to speak to the matter. The motion carried unanimously. Mr. Hendricks confirmed there is no additional state money available. Chairman Mansfield brought the meeting back in session. Chairman Mansfield stated item would stay on report from finance.

8. Report of County Mayor.

Mr. Isbell stated he would reserve his comments for the Millersville EMS station as it comes up on the agenda.

9. Old Business.

a. Latimer (Brown) House Historic Restoration.

- Status of transfer of \$500,000 from Vanguard Account to the County from Trustees

Comm. Klein moved, seconded by Comm. Holmes, to discuss. The motion carried unanimously.

Chairman Mansfield reported the \$500,000.00 plus interest has been received. County Mayor John Isbell explained that he worked with Finance Director David Lawing and used simple interest year over year to calculate the interest amount.

Chairman Mansfield moved, seconded by Comm. Klein, to form an ad hoc committee for one year for the purpose of researching and coming up with options and plans for the property. The motion carried unanimously.

Without objection, Chairman Mansfield appointed Mike McClard, Jim Latimer, School Board member Steven King, Comm. Klein, Mansfield, Jones and Miller to the ad hoc committee. The meeting date and time to be determined.

Chairman Mansfield moved, seconded by Comm. Holmes, to approve the appointment of the members brought forward by Chairman Mansfield. The motion carried unanimously.

Item to remain on old business until ad hoc committee meets.

b. Discussion: Millersville EMS Station Reconfiguration Status.

Comm. Klein moved, seconded by Comm. Genung, to discuss. The motion carried unanimously.

During discussion, Comm. Klein suggested buying the trailer right away to keep EMS housed there or pull EMS from that location and explore somewhere else for them to be housed. County Mayor Isbell reported they are looking at adding on to the end of the building for EMS. He explained if they remain in the trailer permanently then water and sewer would need to be hooked up.

Comm. Genung moved, seconded by Comm. Klein, to suspend the rules to allow Millersville City Manager to speak to the matter. The motion carried unanimously. Mr. Gorham reported Millersville intent is for one of the stations to house firefighters.

Comm. Klein moved, seconded by Comm. Genung, to suspend the rules to allow Millersville Fire Chief Brad Williams to speak to the matter. He explained they would eventually have firefighters at both stations within the next couple of years.

Chairman Mansfield brought the meeting back in session.

Item to remain on old business.

c. Discussion: Routine Maintenance, Support Services, Billing and Invoices for Hendersonville Library pursuant to Resolution 1504-02

Item to be removed from the agenda

d. Discussion: Children Are People Building Property.

- Resolution
- Lease
- Deed and Parcel
- Emails
- Sumner Prevention Coalition Presentation
- Proposal for Grant Funding Presentation

Comm. Klein moved, seconded by Comm. Jones, to discuss. The motion carried unanimously.

Chairman Mansfield explained the following options for the property:

- Keep the property
- Give away the property
- Lease the property
- Sell the property for the value stated by Comptroller
- Sell the property for the appraised value
- Sell the property to the highest bidder

During discussion, Law Director Eric Sitler explained the property started as three tracts but now they are one parcel. The City of Gallatin sold the property to the school board in the 1940's for \$10.00, which the county acquired sometime after. At least one of the tracts must be used for public health purposes or reverts to the City of Gallatin. He recommended a reverter to parallel with the existing.

During further discussion, Chairman Mansfield moved, seconded by Comm. Jones, to suspend the rules to allow Judge Ron Blanton to speak to the matter. The motion carried unanimously. Judge Blanton clarified Recovery Court Inc was going to acquire the property from Sumner Prevention Coalition at no cost and use grant funding to tear down and rebuild.

Chairman Mansfield brought the meeting back in session.

Chairman Mansfield moved, seconded by Comm. Jones, to move forward with negotiations to sell the Children Are People Building to Sumner Prevention Coalition for approximately \$186,000.00 with reverter clause.

Comm. Jones moved, seconded by Comm. Klein, to discuss the last bullet point on item 9d. The motion carried unanimously. After brief discussion, no action needed.

10. New Business.

a. Discussion: Health Department ELC Funding

Remove from the agenda

b. Disposal of Surplus County Property.

Comm. Jones moved, seconded by Comm. Holmes, to approve and forward to the full Commission. The motion carried unanimously.

c. Replace Heat Pump at Archives Building.

Comm. Klein moved, seconded by Comm. Genung, to discuss. The motion carried unanimously.

After discussion, Comm. Jones moved, seconded by Comm. Klein, to defer to May.

Chairman Mansfield moved, seconded by Comm. Jones, to approve to replace one unit and send to the Budget Committee. The motion carried unanimously.

d. Discussion: New Courtroom Buildout.

Chairman Mansfield moved, seconded by Comm. Jones, to discuss. The motion carried unanimously.

Mr. Shamrock stated Kimley-Horn does not have interior architects. He is supposed to meet with someone from Wold Architects.

No action taken. Item to be added to capital projects report from finance department.

Remove item from the agenda.

e. Franklin Street Storm Water.

Comm. Klein moved, seconded by Comm Jones, to discuss. The motion carried unanimously.

After discussion, Comm. Klein moved, seconded by Comm. Jones, to direct Scott Shamrock to use Kimley-Horn to oversee the project. The motion carried unanimously.

Remove item from the agenda.

f. Discussion: Vacated 117 Smith Street Property.

Comm. Klein moved, seconded by Comm. Genung, to discuss. The motion carried unanimously.

After discussion, Comm. Genung moved, seconded by Comm. Klein, to allocate the requested space to Recovery Court and forward to full Commission. The motion carried unanimously.

Item to remain on old business.

g. Discussion: HB2426/SB2261.

Comm. Klein moved, seconded Comm. Jones, to discuss. The motion carried unanimously.

Comm. Klein explained he became aware of a new law that has passed that allows the county to charge \$1.50/square foot, instead of \$.70/square foot, on all new construction, except industrial mega sites.

Comm. Klein to follow up with Assessor of Property John Hurt.

Item to remain on old business.

11. Adjournment. Upon motion of Comm. Genung and seconded by Comm. Klein, the Committee adjourned at 9:00 p.m.

Prepared by Jennifer Mitchell



SUMNER COUNTY GOVERNMENT
FINANCE DEPARTMENT
355 North Belvedere Drive ~ Room 302
Gallatin, Tennessee 37066
615.451.6033

Archive Roof Repairs

- Project complete, awaiting manufacturer inspection.

Westmoreland EMS

- Awaiting building permit

Oak Grove VFD

- Utilities are being run to the site.
- Will begin pouring the foundation once the building permit is obtained.

Brown House

- Received the \$500,000.00, and \$87,232.27 in interest.
- Waiting on Budget approval for exploratory measures.

Franklin St. Storm Water

- Need to take part of the remaining budget to add construction administration to the architect's scope of work as they were only paid and bid to conduct the bidding of the project.
- Once construction admin is added to the scope of work we will work on the contract with L&G.

Courtroom Buildout

- Meeting Thursday with Wold Architect

Water Grant/SWIG (Oak Hill Water Line, Mason's Waterline, and Oak Hill Elevated Water Tank, Westmoreland Projects)

- Executed contract amendment.
- Meeting this week with Westmoreland.
- Drafts of the sub-recipient agreement are sent to our consultant for review before being sent to Westmoreland and Portland.

Hendersonville Health Department Remodel

- Created RFP will be advertised on 4/10, bid opening on May 1 @ 10am.
- On-site pre-bid meeting April 15, 10 am.
- Spent \$141,835.03 to date on Architect.

Hendersonville Library Maintenance

- Invoices and bill sent to the Hendersonville Mayor; they are being forwarded to the finance committee.

TNECD Broadband Ready Communities Grant

- Advertise started on 4/3
- Bid opening on 4/21 @10am

Hollows Drainage Improvement Project

- Utility relocation continues with NES and Piedmont. One section of pipe has been installed on Parcel 123J A 017.00.
- One drainage structure and section of 18" pipe has been installed at the beginning of the project.

MEMORANDUM

To: Kim Ark Norfleet
Sumner County, Tennessee

From: Matt Schlicker, PE
Kimley-Horn and Associates, Inc.

Date: 2024-01-08

Subject: East Franklin Street Storm Extension Summary

The purpose of this memo is to provide a summary of the background and justification for the proposed extension of the public storm sewer in East Franklin Street to serve the Sumner County Courthouse parking garage.

Existing Conditions

- Prior to the development of the Sumner County Parking Garage, the existing lot was approximately 50% paved parking area and 50% open space.
- Stormwater that was not absorbed would run off the property to the north as surface sheet flow.
- When the runoff hit East Franklin Street, it would drain west toward North Water Ave as surface flow in the road.
- There is no public storm sewer located along the frontage of the property. The first storm sewer inlet is located approximately 125 feet west of the project site. This inlet connects to a 12" PVC pipe that continues west towards North Water Street, where it connects to a larger, more robust 24" RCP storm sewer system. The 12" PVC storm sewer in East Franklin Street is approximately 1.5' deep.

Proposed Conditions and Project Need

- The Sumner County Parking Garage was designed to meet Gallatin stormwater management requirements, including those related to post-development peak flow reduction and water quality treatment.
- To meet these requirements, an underground stormwater detention and water quality system was installed.
 - The stormwater detention system must contain a certain volume and slowly release the stormwater runoff to mitigate the impacts of replacing approximately 13,500 square feet of infiltrative open space with non-infiltrative surface area.
 - To accommodate the required detention volume, the outlet elevation for this underground system is approximately 534 (~8' below surface).

- It was understood at the time that a public storm extension would be required from North Water Ave to the project site to allow the proposed underground detention and water quality system to connect to the public system.
- The project was not able to connect to the existing public storm sewer in East Franklin Street primarily because the existing pipe is too shallow. The existing pipe is ~1.5' below the surface but would need to be ~8' below the surface to connect to the garage stormwater system.
 - In addition, the existing pipe is over capacity in both the existing and proposed condition and is of a material that does not meet current public storm sewer standards.

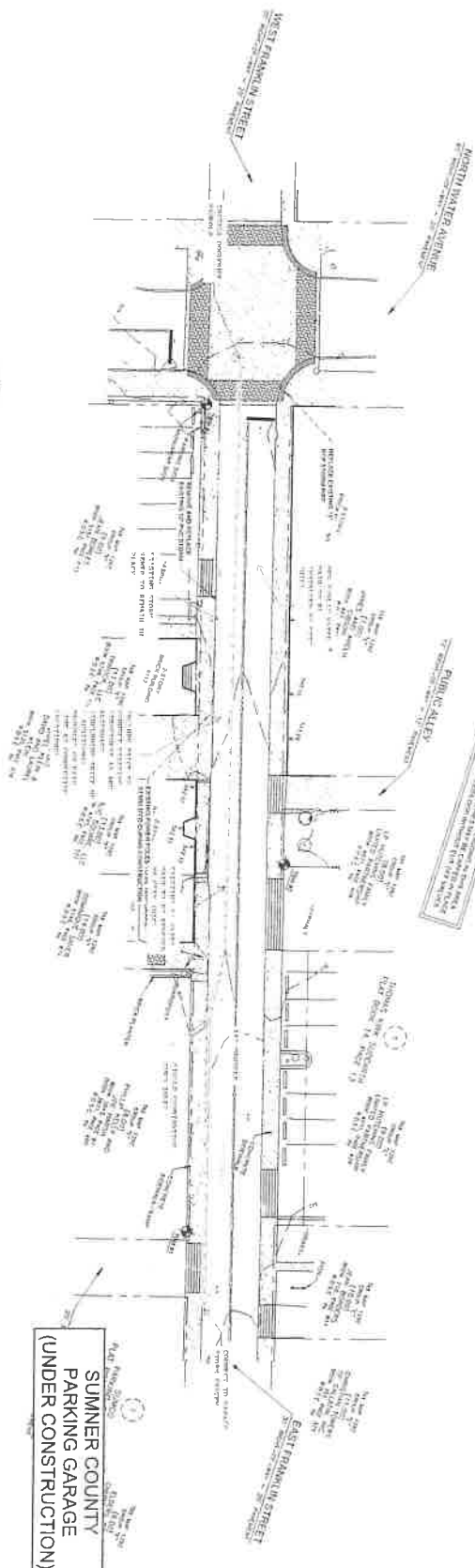
Proposed Scope of Work

- To satisfy the needs outlined above, a new public storm sewer pipe is proposed between North Water Ave and the project site. This includes approximately 143 LF of 24" RCP pipe and 214 LF of 18" RCP pipe with associated storm structures.

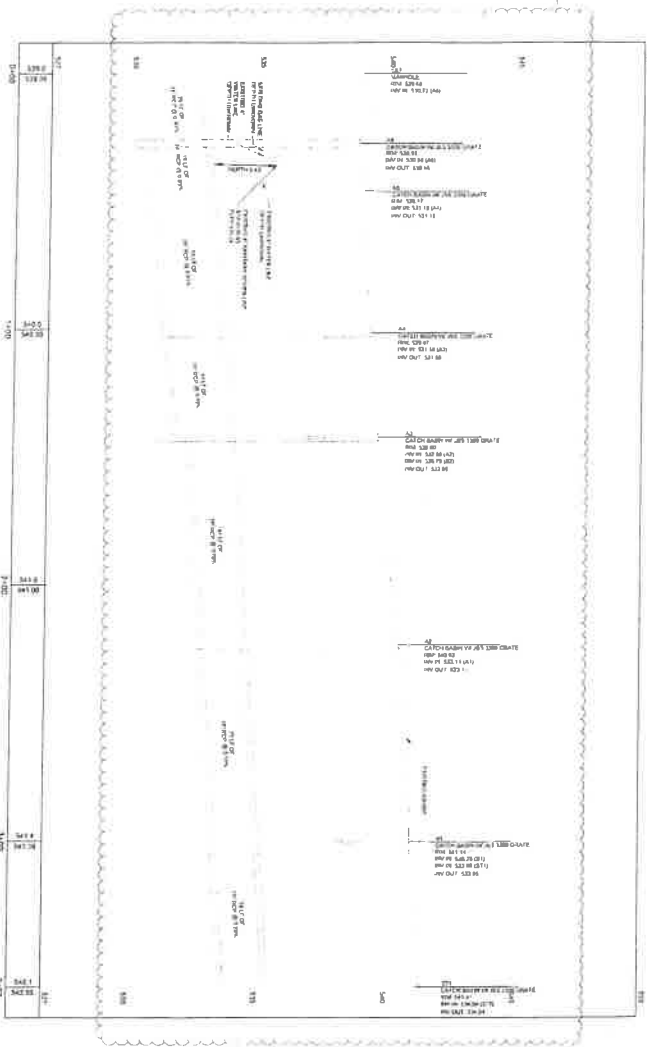
Basis of Design

- The extent of the proposed public storm sewer installation is driven primarily by the depth of the garage storm system.
 - The depth of the garage storm sewer system is necessary for effective stormwater volume storage and peak flow mitigation.
 - The public storm sewer system in North Water Ave is the only nearby storm sewer with sufficient depth to accommodate a connection to the garage system. As noted previously, the existing storm sewer in East Franklin Street is only approximately 1.5' deep.
- The size of the proposed public storm sewer system is determined using standard civil engineering methods for sizing gravity sewer pipes, including using the Rational Method for determining the peak runoff flow associated with the 10-year design storm event and using Manning's Equation for determine the necessary pipe size and slope that will accommodate that flow without surcharging.

**PROPOSED
CONDITIONS**



ASSUME THESE
ELEVATIONS ARE
BASED ON THE
SURVEYING
ORIGINALLY
ALIGNED AND
RESTRICTIONS IN



**PUBLIC STORM
ST1 TO EX1**



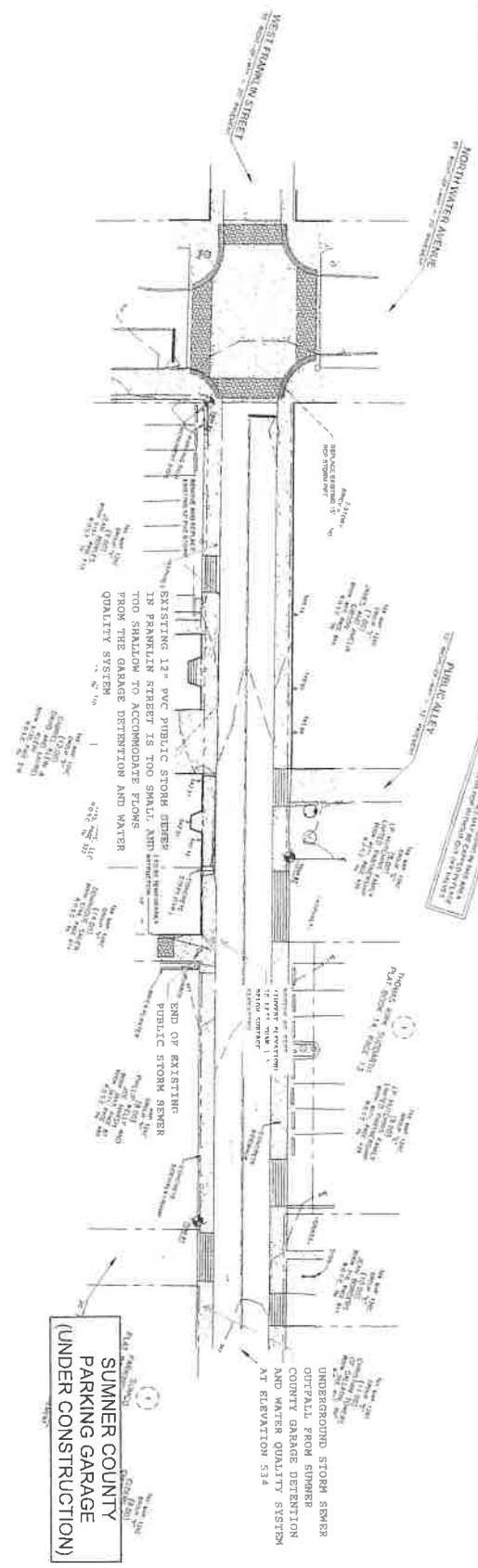
NO.	DESCRIPTION	DATE	BY

PORT 1
PRELIMINARY
DATE

EAST FRANKLIN STREET

Kimley-Horn

**EXISTING
CONDITIONS**



**SUNNER COUNTY
PARKING GARAGE
(UNDER CONSTRUCTION)**

UNDERGROUND STORM SEWER
OUTFALL FROM SUNNER
COUNTY GARAGE DETENTION
AND WATER QUALITY SYSTEM
AT ELEVATION 53.4

GRAPHIC SCALE IN FEET

COORDINATES ARE
NAD83
AND AS ARE
REFERENCED TO THE
NAVD 1988

NO.	REVISIONS	DATE	BY

EAST FRANKLIN STREET

Kimley-Horn

**DF
PREL
P**
FOR R/I

EXISTING

2



April 2, 2025

RE: Hendersonville Health Department

Chairs Shoaf and Mansfield:

As the deadline for ARPA Projects draw near, the Budget Committee and General Operations Committee need to be informed of the "tight" deadline date that is occurring with the Hendersonville Health Department.

On March 26, 2025, the Department of Finance hosted a zoom meeting with Architects and Planners (AEI), Sumner County Health Department, and the State of Tennessee's Department of Health. The following timeline was established.

Important Upcoming Dates

- April 2, 2025: The draft of the Request for Proposal will be submitted to all stakeholders for final review.
- April 10, 2025: Request for Proposal will be advertised.
 - AEI and the State of Tennessee will receive RFP beforehand to distribute as well.
- April 15, 2025: Preconstruction meeting at the Hendersonville Health Department at 10:00 am.
 - Location: 351 New Shackle Island Rd, Hendersonville, TN 37075
- April 23, 2025: Questions from vendors about the RFP are due to Finance by midnight.
- April 24, 2025: Questions and answers will be posted on the Finance website.
- May 1, 2025: Bid Opening at 10:00am
 - Location: 355 North Belvedere Drive, Room 302, Gallatin, TN 37066
- May 1, 2025: Next Steps Meeting (AEI, Finance, Health Department, State) at 10:30 am.
 - Location: 355 North Belvedere Drive, Room 302, Gallatin, TN 37066
- June 30, 2026: Project must be completed.

The Department of Finance has reservations about the project that will not be addressed until after May 1, 2025. On this date, it will be determined if the project will be feasible financially. If the project comes in over budget, Sumner County Health Department Director Hendricks has stated the State of Tennessee has additional funds that could be allocated. The Department of Finance has inquired from Director Hendricks about what steps would need to be taken to try to secure those funds. If additional funds are needed, this could impact the above timeline. I do not foresee an extension in the State Contract as they are providing use of their ARPA funds for this project.

Follow-up correspondence will occur after the May 1, 2025, bid opening so all parties are informed about what has occurred and what our potential next steps will be for this project.

Sincerely,

A handwritten signature in cursive script that reads "E. Dustin Owens".

E. Dustin Owens, PhD
Grants Accountant

**MINUTES
HEALTH & EMERGENCY SERVICES COMMITTEE
CHAIRMAN, JAMIE TEACHENOR
APRIL 7, 2025**

Present:

Dr. Jamie Teachenor, Chairman
Darrell Rogers, Vice-Chairman
Dr. Mary Genung
Ben Harris
Tim Jones
Terry Wright

Absent:

Merrol Hyde, Commission Chairman

Also Present:

John Isbell, County Mayor
Eric Sitler, Law Director
Jennifer Mitchell, minute taker

Chairman Teachenor called the regular meeting of the Health and Emergency Services Committee to order with an invocation by Comm. Harris on Monday, April 7, 2025, at 5:09 p.m. in the Sumner County Administration Building. A quorum was present.

3. Approval of Agenda.

Chairman Teachenor requested to add a Homeland Security Grant for EMA as item 13c. Comm. Rogers moved, seconded by Comm. Wright, to add the request to the agenda. The motion carried unanimously.

Comm. Rogers moved, seconded by Comm. Jones, to approve the agenda as amended. The motion carried unanimously.

4. Approval of the Minutes of March 2, 2025.

Comm. Rogers moved, seconded by Comm. Wright, to approve the March 3, 2025, minutes. The motion carried unanimously.

5. Recognition of the Public.

Cathy Arlen of 231 Chipaway Drive, Gallatin spoke in favor of starting another ad hoc committee for animal control.

Jennifer Howard of 2201 Hwy 31E, Gallatin spoke expressed her support for the start-up of another ad hoc committee for animal control.

Donna Desopo of 101 Chambliss Ct., Hendersonville spoke to changes that need to be made at animal control and the need to form another ad hoc committee.

Gayle Zei of 151 Moonlight Drive, Gallatin did not speak.

6. Report of the Chairman.

Chairman Teachenor apologized for arriving late to the meeting and expressed his appreciation for the Rutherford County Animal Control Director speaking at the special called meeting.

7. Report of the County Mayor.

No report

8. Report of the Sheriff. – Not present

a. Animal Control

Chairman Teachenor stated the three options for animal control:

- Keep with the Sheriff's Department
- Transfer to County Mayor's office
- Non-profit to take over

He addressed a major concern that costs might cause a tax increase. He also reported the extension of the ad hoc was not correct.

9. Report of Emergency Management Agency.

Chairman Teachenor moved, seconded by Comm. Rogers, to move the Homeland Security Grant item on the agenda to report of Emergency Management Agency. The motion carried unanimously.

After discussion, Comm. Rogers moved, seconded by Comm. Harris, to approve the Homeland Security Grant for EMA up to \$42,578.52 or contract amount. The motion carried unanimously. Supporting documents attached.

EMA Director Ken Weidner reported on recent weather events and assessments of damage.

10. Report of EMS.

Not present. Reports attached.

11. Report of the ECC.

Chairman Teachenor announced next week is telecommunicators week.

12. Old Business.

13. New Business

a. Options Presented for Animal Control.

Comm. Genung moved, seconded by Chairman Teachenor, to discuss. The motion carried unanimously.

Comm. Genung expressed her support for ad hoc committee to look at the financial feasibility, operations and timeline for different options.

Comm. Genung moved to form ad hoc for animal control. The motion failed for lack of second.

Comm. Jones moved, seconded by Chairman Teachenor, to form an ad hoc committee, if transition from Sheriff's office is approved.

Comm. Rogers moved, seconded by Chairman Teachenor, to leave animal control under the Sheriff's office.

During discussion, Comm. Rogers moved, seconded by Comm. Wright, to call for the question. The Committee voted (3-3-0) to reject the call for the question. Comm. Genung, Jones and Teachenor voted against the motion.

After further discussion, the Committee voted on Comm. Rogers motion to leave animal control with the Sheriff's office. The motion carried (4-2-0). Comm. Genung and Jones voted against the motion.

b. Sheriff's Office PTO Policy Update.

Comm. Rogers moved, seconded by Comm. Harris, to approve. The motion carried unanimously.

14. Adjournment. Chairman Teachenor declared the meeting adjourned at 6:05 p.m. upon motion by Comm. Harris and seconded by Comm. Rogers.

Here are the expenditure lines.

101-5045-54490-544-5100-54-571600-	Law Enforcement Equipment
101-5045-54490-544-5100-54-579000-	Other Equipment/EMA 'E'

Thanks,

Bethany Browning, CCFO
 Assistant Finance Director
 Sumner County Government
 615.451.6048

From: Ken Weidner <kweidner@sumnerema.org>
Sent: Thursday, April 03, 2025 9:20 AM
To: Steven Weiner <sweiner@sumnercountytn.gov>; Jamie Teachenor <jamie.teachenor@sumnercountytn.gov>; Beth Browning <BBrowning@sumnercountytn.gov>; Matthew Shoaf <matthew.shoaf@sumnercountytn.gov>
Subject: Committee Agendas

Can you place this on the agendas of the upcoming Emergency Services Committee and Budget Committee? Fy-24 Homeland Security Grant, 100% no local match.

1.	Ballistic Body Armor 01LE-01-ARMR	\$ 3,578.52	object 571600
2.	Extrication Suit 01UR-01-GARM	\$ 1,400.00	object 579000
3.	Rescue Boots 01UR-01-GTWR	\$ 1,400.00	object 579000
4.	Rescue Goggles 01UR-01-EYEP	\$ 350.00	object 579000
5.	Rescue Helmets 01UR-01-HLMT	\$ 2,100.00	object 579000
6.	Rescue Gloves 01UR-01-GLOV	\$ 700.00	object 579000
7.	25kw Portable Generator 10GE-00-GENR	<u>\$ 33,000.00</u>	object 579000

\$42,528.52

From: [Ken Weidner](#)
To: [Steven Weiner](#); [Jamie Teachenor](#); [Beth Browning](#); [Matthew Shoaf](#)
Subject: Committee Agendas
Date: Thursday, April 3, 2025 9:20:43 AM
Attachments: [Fy-24 Contract.pdf](#)

Can you place this on the agendas of the upcoming Emergency Services Committee and Budget Committee? Fy-24 Homeland Security Grant, 100% no local match.

1. Ballistic Body Armor 01LE-01-ARMR
\$ 3,578.52
2. Extrication Suit 01UR-01-GARM
\$ 1,400.00
3. Rescue Boots 01UR-01-GTWR \$
1,400.00
4. Rescue Goggles 01UR-01-EYEP
\$ 350.00
5. Rescue Helmets 01UR-01-HLMT
\$ 2,100.00
6. Rescue Gloves 01UR-01-GLOV
\$ 700.00
7. 25kw Portable Generator 10GE-00-GENR
\$ 33,000.00

\$42,528.52

Ken Weidner
Director
Sumner County Emergency Management Agency
255 Airport Road
Gallatin, TN 37066
E.O.C. (615) 452-7584



GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date 09/01/2024	End Date 04/30/2027	Agency Tracking # 34101-24225	Edlson ID 85760-51143
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Grantee Legal Entity Name SUMNER COUNTY	Edlson Vendor ID 5
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Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient	Assistance Listing Number 97.067 Grantee's fiscal year end June 30th
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Service Caption (one line only)
HOMELAND SECURITY GRANT PROGRAM FEDERAL FISCAL YEAR 2024

Funding — FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025		42,528.52			42,528.52
TOTAL:		42,528.52			42,528.52

Grantee Selection Process Summary

<input type="checkbox"/> Competitive Selection	This contract is in the best interest of the State. State agencies and Tennessee counties are eligible recipients. Each of Tennessee's ninety-five counties is assigned to one of eleven Homeland Security Districts, all of which participate in the State Homeland Security Grant Program. The Homeland Security Council meets with the Governor to recommend allocations. The Homeland Security Council is briefed on the grant specifics and determines allocations of funding to Homeland Security Districts based on population, risk and need. Funds are allocated to the State's eleven Homeland Security Districts. Each District Council determines the projects and the associated funding to each county within the district based on that predetermined need and risk. The specific criteria used in making award determinations are risk and effectiveness of use of funds and correlation with the State of Tennessee's Homeland Security Strategy. Risk, need, and vulnerability are determined by the Department of Homeland Security (DHS), in concert with the Federal Bureau of Investigation (FBI) and the Central Intelligence Agency (CIA). Effectiveness of use is determined by the collective leadership of the Homeland Security Council and the eleven Homeland Security District Councils.
<input checked="" type="checkbox"/> Non-competitive Selection	

<p>Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.</p> <div style="text-align: right; margin-top: 20px;"> <p>Jennifer Pontow</p> <p style="font-size: x-small;">Digitally signed by Jennifer Pontow DN: cn=Jennifer Pontow, o=Fiscal Director, ou=Military Department, email=jennifer.pontow@tn.gov, c=US</p> </div>	<p>CPO USE - GG</p> <div style="font-size: 2em; font-weight: bold; letter-spacing: 0.5em; margin: 10px 0;">EXECUTED</div> <p>03/14/2025</p> <div style="font-size: x-small; margin-top: 10px;"> DEPARTMENT OF REVENUE Tennessee Education SMH </div>
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Speed Chart (optional)	Account Code (optional) 71301000
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**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY
AND
SUMNER COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" or the "Grantor State Agency" and Sumner County, hereinafter referred to as the "Grantee," is for the provision of pass-through funding by the United States Department of Homeland Security, Homeland Security Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 5

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. All Federal Fiscal Year (FFY) 2024 Homeland Security Grant Program (HSGP) Grantees are required to submit an investment justification, consistent with the investments approved for Tennessee by the U.S. Department of Homeland Security (DHS), that provides background information, strategic objectives and priorities addressed, their funding/implementation plan, and the anticipated impact of each proposed investment. As part of the FFY 2024 HSGP investment justifications, Grantees are required to establish specific outcomes pursuant to the target capabilities set forth by the State's Homeland Security Strategy and associated with their proposed investments.
- A.3. It shall be understood by the Grantee that each Grant Contract funded from the FFY 2024 HSGP will be in compliance with the FFY 2024 HSGP Guidance and the State of Tennessee's Homeland Security Strategy.
- A.4. The Grantee agrees to be responsible for the sustainment of previously established homeland security efforts, as well as FFY 2024 projects. The Grantee further agrees that the federal funds received through this agreement will be used to supplement, but not to supplant any funds for local governments.
- A.5. The Grantee agrees to comply with the financial and administrative guidelines as established by the regulations entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements" (colloquially referred to as the "Super Circular") now found in Volume 2 of the C.F.R. (specifically, 2 C.F.R. part 200).
- A.6. The Grantee supports the implementation of State Homeland Security Strategies by addressing the identified planning, equipment, training, and exercise needs required to prevent, respond to, and recover from acts of terrorism. In addition, the Grantee agrees to comply with the implementation of the National Preparedness Goal and the National Response Framework (NRF).
- A.7. The Grantee will comply with the Cash Management Act and understands that no federal funds received by the Grantee may be invested in an interest-bearing account.
- A.8. The Federal Award Identification Worksheet shall be included as a part of this grant contract and designated as Attachment 2.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective for the period beginning on September 1, 2024 ("Effective Date") and ending on April 30, 2027, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Federal Preaward Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal preaward authority. Federal preaward authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be predicated wholly or in part on the State's exercise of federal preaward authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:
- a. With regard to the Grantee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:
 - (1) Activities that are reasonably related to the Scope of Services;
 - (2) Activities in whose absence the Scope of Services could not be completed or performed; and
 - (3) Activities that meet the relevant federal agency's requirements for reimbursement under federal preaward authority.
 - b. The Grantee understands the federal preaward authority system and its relation to this Grant Contract.
 - c. Preaward authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will be eligible for inclusion in a federally funded project.
 - d. It is the Grantee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.
 - e. To the extent that this Grant Contract is funded through federal preaward authority, the State's obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:
 - (1) the Grantee fails to comply with the grantor federal agency's policies and regulations;
 - (2) the relevant federal agency fails or refuses to finalize a grant; or
 - (3) the relevant federal agency refuses to reimburse specific expenses incurred under preaward authority.
 - f. The start date of the State's federal preaward authority is September 1, 2024.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed forty-two thousand, five hundred twenty-eight dollars and 52/100 (\$42,528.52) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Emergency Management Agency
 Homeland Security Program
 3041 Sidco Drive
 Nashville, TN 37204

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Military, Tennessee Emergency Management Agency.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.

- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within thirty (30) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits

or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first-class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Gary Baker, Homeland Security Grant Program Supervisor
 Tennessee Emergency Management Agency
 3041 Sidco Drive
 Nashville, TN 37204
gary.baker@tn.gov
 Telephone #: (615) 741-7037

The Grantee:

John C. Isbell, County Mayor
 Sumner County
 355 North Belvedere Drive, Suite 102
 Gallatin, TN 37066
johncisbell@sumnercountyttn.gov
 Telephone #: (615) 452-3604

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules

permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee

shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted, and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

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

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

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

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments, or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers, or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

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

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

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

- a. Description of the equipment or motor vehicles;

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

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

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

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

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here:
http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall

remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

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

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

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

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

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and

6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.qsa.gov>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.3. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.4. Compliance with Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title IV of 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.
- E.5. Compliance with National Incident Management System (NIMS). The Grantee will be in compliance with NIMS Standards established by the U.S. Department of Homeland Security and the Federal Emergency Management Agency authorized by Homeland Security Presidential Directive 08 (HSPD-08). The Grantee agrees that it has met NIMS compliance standards. The Grantee further agrees to complete within the announced suspense date the NIMS Implementation yearly survey.
- E.6. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or §

IN WITNESS WHEREOF,

SUMNER COUNTY:


GRANTEE SIGNATURE

2/20/2025
DATE

JOHN C. ISBELL, COUNTY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:

Jason Glass Digitally signed by Jason Glass
Date: 2025.03.05 07:39:15
-06'00'

WARNER A. ROSS, II, MAJOR GENERAL
THE ADJUTANT GENERAL, MILITARY DEPARTMENT

DATE

I certify that this entity meets Civil Rights Title VI compliance.

Signature **Jason Glass** Digitally signed by Jason Glass
Date: 2025.02.24 13:47:30
-06'00'

Date

Reviewed by Dept. of Military Civil Rights Title VI Officer

ATTACHMENT 2

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	SUMNER COUNTY
Subrecipient's Unique Entity Identifier (SAM)	LBKKC4ADCTF7
Federal Award Identification Number (FAIN)	EMW-2024-SS-05042
Federal award date	09/19/2024
Subaward Period of Performance Start and End Date	09/01/2024 – 04/30/2027
Subaward Budget Period Start and End Date	09/01/2024 – 04/30/2027
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	97.067 Homeland Security Grant Program
Grant contract's begin date	09/01/2024
Grant contract's end date	04/30/2027
Amount of federal funds obligated by this grant contract	42,528.52
Total amount of federal funds obligated to the subrecipient	42,528.52
Total amount of the federal award to the pass-through entity (Grantor State Agency)	4,362,750.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	HSGP 2024
Name of federal awarding agency	U.S. Department of Homeland Security
Name and contact information for the federal awarding official	Pamela Williams, GPD Assistant Administrator FEMA-GPD 500 C Street, SW, 3rd floor Washington, DC 20528-7000 POC: 866-927-5646
Name of pass-through entity	Department of Military, Tennessee Emergency Management Agency
Name and contact information for the pass-through entity awarding official	Gary Baker, Homeland Security Grant Program Supervisor Tennessee Emergency Management Agency 3041 Sidco Drive Nashville, TN 37204 gary.baker@tn.gov Telephone #: (615) 741-7037
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	N/A

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
FUNDING OF TRAINING, EXERCISES, PLANNING AND EQUIPMENT PURCHASES ALLOWABLE UNDER THE FFY 2024 HOMELAND GRANT PROGRAM	42,528.52
TOTAL	42,528.52

2500

Calls vs. Transports

2000

1500

1000

500

0

■ Calls
■ Transports



Feb. 2025
2301
1688

■ Calls

■ Transports

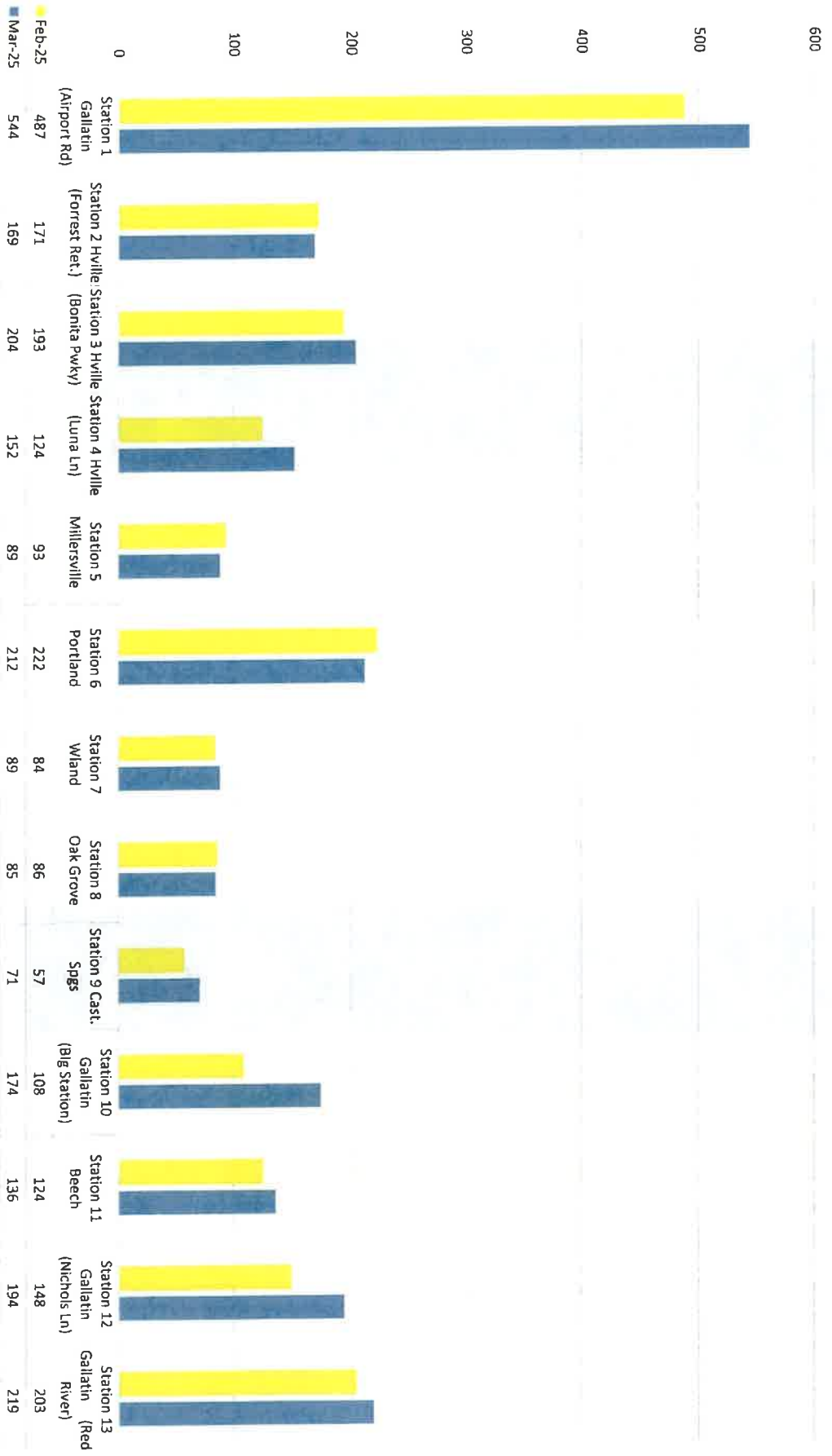


Mar. 2025
2338
1805

■ Calls

■ Transports

Feb 2025 / Mar 2025 Call Volume



	Jan. 2023	Feb. 2023	Mar. 2023	Apr. 2023	May 2023	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
Responded Out of Summer County												
Robertson	33	15	16	20	18	25	23	24	7	13	9	9
Macon	1	4	1	2	3	3	2	0	1	1	0	1
Trousdale	0	0	0	2	0	1	0	0	0	1	0	0
Wilson	0	0	0	0	0	0	0	0	0	0	0	0
Davidson	0	12	19	0	0	2	1	0	0	0	0	0
TOTAL	34	31	36	24	21	31	26	24	8	15	9	10

	Jan. 2024	Feb. 2024	Mar. 2024	Apr. 2024	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24
Responded Out of Summer County												
Robertson	12	7	9	19	15	15	11	17	17	14	19	17
Macon	3	0	2	1	1	2	1	0	0	0	0	0
Trousdale	1	0	0	0	0	0	0	0	0	0	0	3
Wilson	0	0	0	0	0	0	0	0	0	0	0	0
Davidson	1	1	2	0	1	0	0	2	1	2	1	4
TOTAL	17	8	13	20	17	17	12	19	18	16	20	24

	Jan. 2025	Feb. 2025	Mar. 2025									
Responded Out of Summer County												
Robertson	11	12	15									
Macon	0	0	1									
Trousdale	0	0	2									
Wilson	0	0	0									
Davidson	1	2	2									
TOTAL	12	14	20									

	Jan. 2023	Feb. 2023	Mar. 2023	Apr. 2023	May 2023	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
Responded Into Summer County												
Robertson	33	43	43	46	41	34	27	34	38	31	34	48
TOTAL	33	43	43	46	41	34	27	34	38	31	34	48

	Jan. 2024	Feb. 2024	Mar. 2024	Apr. 2024	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24
Responded Into Summer County												
Robertson	39	37	32	36	42	39	59	68	48	46	50	46
TOTAL	39	37	32	36	42	39	59	68	48	46	50	46

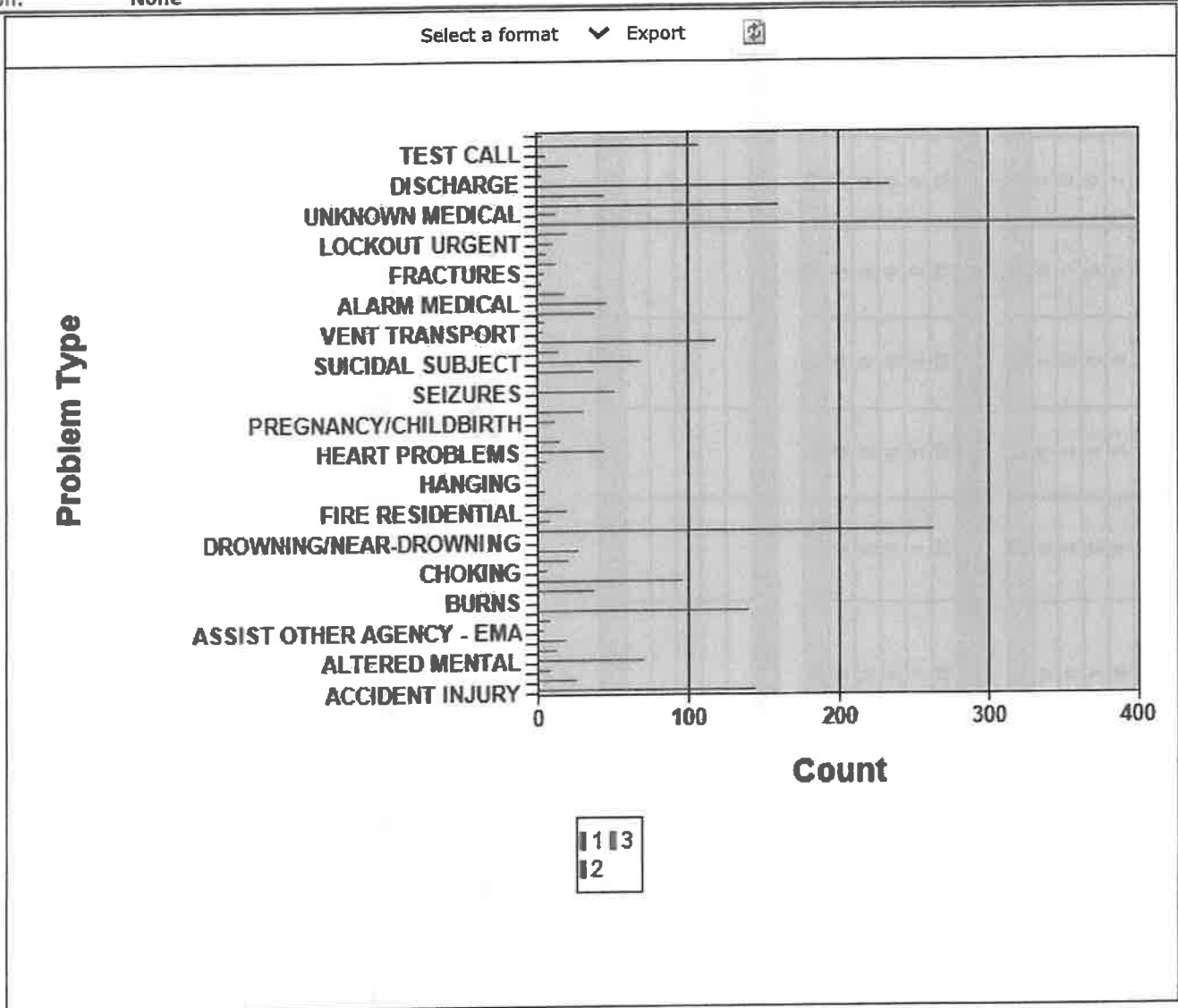
	Jan. 2025	Feb. 2025	Mar. 2025									
Responded Into Summer County												
Robertson	39	47	40									
TOTAL	39	47	40									

Problem Type Summary

2:35 PM 4/7/2025

Data Source: Data Warehouse

Agency: EMS
 Division: SUMNER COUNTY EMS
 Day Range: Date From 3/1/2025 To 3/31/2025
 Exclusion: None



113
12

Priority	Description
1	1
2	2
3	3

Problem Type	Priority			Total
	1	2	3	
ABDOMINAL PAIN	0	39	0	39
ACCIDENT INJURY	144	0	0	144
ACCIDENT SERIOUS INCIDENT	27	0	0	27
ACTIVE SHOOTER	0	0	0	0
ADMINISTRATIVE INVESTIGATION	0	0	0	0
AIRCRAFT EMERGENCY	0	0	0	0
ALARM MEDICAL	0	47	0	47
ALLERGIC REACTION	9	0	0	9
ALS INTERFACILITY TRANSPORT	0	0	160	160
ALTERED MENTAL	71	0	0	71

ANIMAL BITE	13	0	0	13
ASSAULT	19	0	0	19
ASSIST OTHER AGENCY - EMA	4	0	0	4
BABY BOX ACTIVATION	0	0	0	0
BACK PAIN	0	19	0	19
BLEEDING NONTRAUMATIC	9	0	0	9
BLS TRANSPORT	0	0	46	46
BREATHING DIFFICULTY	140	0	0	140
BURNS	1	0	0	1
CARBON MONOX/INHALATION/HAZMAT	0	0	0	0
CARDIAC ARREST	38	0	0	38
CHEST PAINS	97	0	0	97
CHOKING	7	0	0	7
COLD/HEAT INJURY	0	0	0	0
DECEASED	21	0	0	21
DIABETIC	28	0	0	28
DIALYSIS	0	0	0	0
DISCHARGE	0	0	234	234
DRILL	0	0	0	0
DROWNING/NEAR-DROWNING	1	0	0	1
ELECTROCUTION/LIGHTNING	0	0	0	0
EYE PROBLEMS/INJURY	0	3	0	3
FALLS	263	0	0	263
FALLS OVER 10 FT	0	0	0	0
FIRE COMMERCIAL	9	0	0	9
FIRE RESIDENTIAL	20	0	0	20
FIRE STRUCTURE	1	0	0	1
FIRE VEHICLE	0	0	0	0
FRACTURES	0	6	0	6
GAS LEAK	0	0	0	0
GI BLEED	0	13	0	13
GUNSHOT WOUND	5	0	0	5
HANGING	1	0	0	1
HAZMAT	2	0	0	2
HEADACHE	7	0	0	7
HEART PROBLEMS	44	0	0	44
LACERATION	0	7	0	7
LOCKOUT URGENT	0	11	0	11
OVERDOSE	15	0	0	15
PISONING	1	0	0	1
PREGNANCY/CHILD BIRTH	12	0	0	12
PSYCHIATRIC	31	0	0	31
PUBLIC ASSIST	0	21	0	21
RESCUE ANGLE HIGH-LOW	1	0	0	1
RESCUE SWIFT WATER	0	0	0	0
RESCUE TRENCH	0	0	0	0
SEIZURES	52	0	0	52
SICK/GENERAL WEAKNESS	0	399	0	399
SPECIAL ASSIGNMENT	0	0	3	3
SPECIAL ASSIGNMENT COMMUNITY	0	0	0	0
STABBING	1	0	0	1
STANDBY	0	0	0	0
STROKE/CV	38	0	0	38
SUICIDAL SUBJECT	69	0	0	69
TALK TO SUPERVISOR	0	0	21	21
TEST CALL	0	0	7	7
TRAIL WTR - TRFD	0	0	0	0
TRAUMATIC	14	0	0	14
TRUCK - TRAFFIC	0	13	0	13
UNLASHING/RESTRICTING	119	0	0	119
UNIDENTIFIED	4	0	0	4
UNKNOWN	0	0	108	108
VERIFICATION	5	0	0	5
WATER	0	0	0	0
WTR - TRFD	0	0	4	4

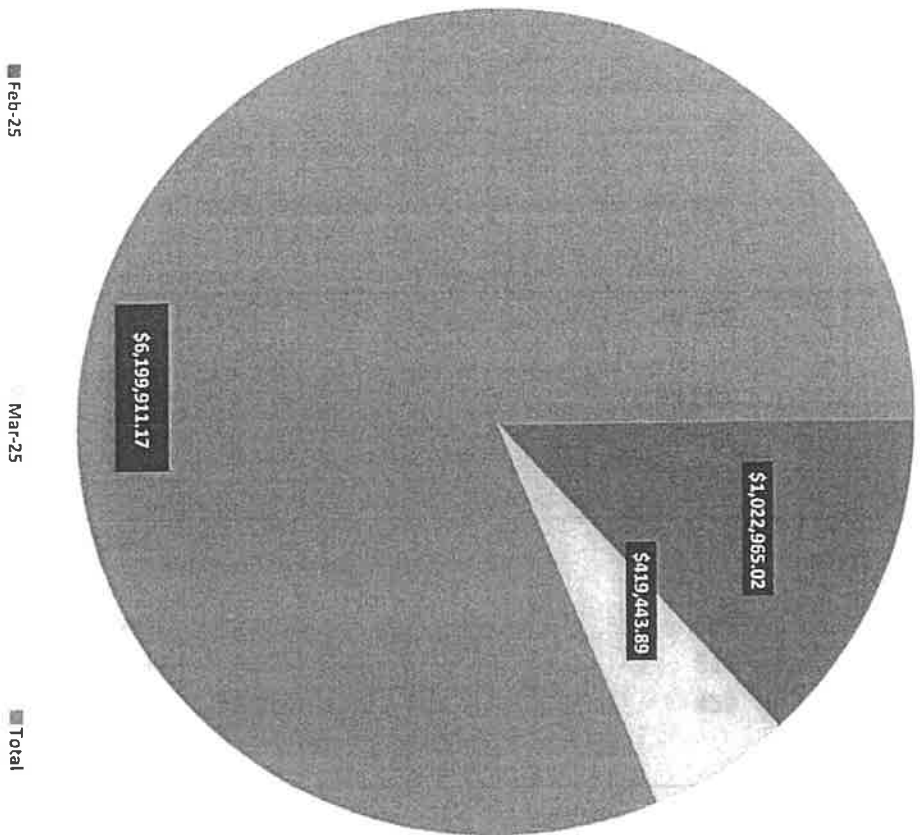
Total

1343	578	583	2504
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FY2025 EMS Revenue

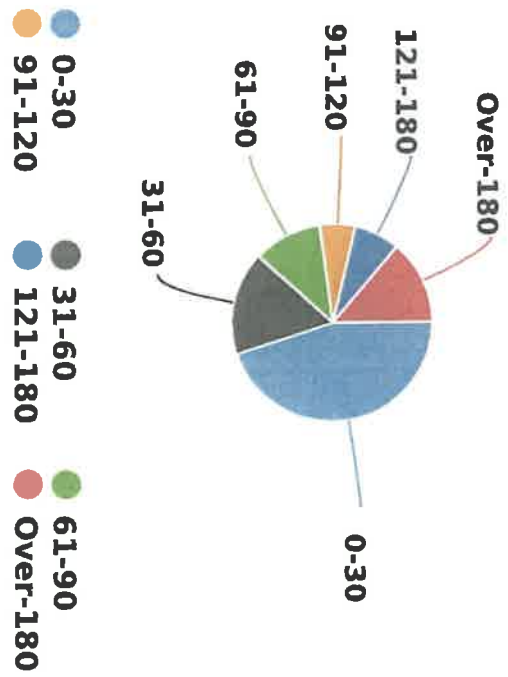
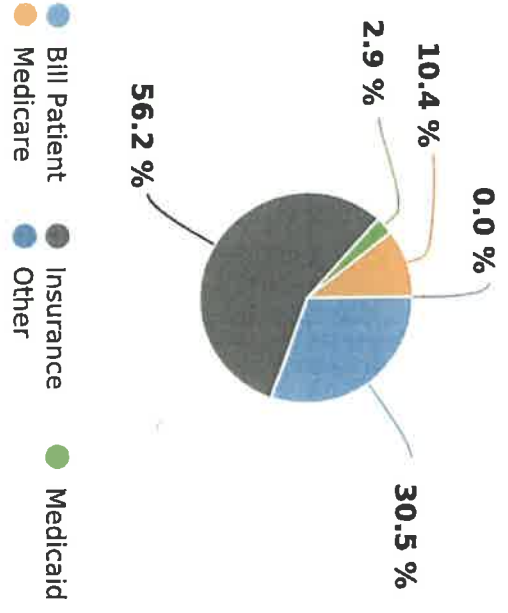


Charge Type Detail Report (Trip Date)
 Start Date: 2025-03-01 End Date: 2025-03-31

	<u>Count</u>	<u>Dollars</u>
Sumner County EMS		
ALS Base Rates		
A2 Comprehen Transport - SUMN	46	\$ 55,890.00
ALS Emerg Transport - SUMN	776	\$ 838,080.00
ALS NonEmerg Transport - SUMN	15	\$ 14,175.00
Facility ALS Emerg - SUMN	15	\$ 7,519.50
Facility ALS NonEmerg - SUMN	106	\$ 33,560.66
Facility SCT - SUMN	1	\$ 857.49
Specialty Care Transport- SUMN	3	\$ 4,455.00
Totals For Type: ALS Base Rates	962	\$ 954,537.65
BLS Base Rates		
BLS Emerg Transport - SUMN	425	\$ 373,150.00
BLS NonEmerg Transport - SUMN	313	\$ 211,275.00
Facility BLS NonEmerg - SUMN	47	\$ 12,400.48
Totals For Type: BLS Base Rates	785	\$ 596,825.48
Mileage		
Facility Mileage - SUMN	2,345	\$ 21,456.75
Mileage - SUMN	14,047	\$ 246,533.62
Totals For Type: Mileage	16,392	\$ 267,990.37
Other Charges		
ALS Disp Supplies - SUMN	209	\$ 30,305.00
BLS Disp Supplies - SUMN	107	\$ 10,165.00
DOA Transport - SUMN	2	\$ 1,310.00
Totals For Type: Other Charges	318	\$ 41,780.00
Totals For Company: Sumner County EMS	18,457	\$ 1,861,133.51
Report Totals:	18,457	\$ 1,861,133.51

AR = 80 DAYS

Current Payor	Current	31-60	61-90	91-120	121-180	Over 180	Total
Medicare	496,378.39	19,639.33	21,563.60	5,726.00	6,512.64	28,772.04	578,592.00
Bill Patient	334,727.01	331,005.18	303,717.95	228,649.47	194,015.40	294,394.08	1,686,509.09
Insurance	1,655,538.99	569,021.23	272,035.36	76,799.24	184,273.33	354,564.55	3,112,232.70
Medicaid	6,823.82	12,718.56	13,991.76	9,799.50	28,596.86	86,937.88	158,868.38
Other	761.00	0.00	0.00	0.00	0.00	0.00	761.00
Total	2,494,229.21	932,384.30	611,308.67	320,974.21	413,398.23	764,668.55	5,536,963.17



**MINUTES
LEGISLATIVE COMMITTEE
JEREMY MANSFIELD, CHAIRMAN
APRIL 14, 2025**

Present:

Jeremy Mansfield, Chairman
Chrissi Miller, Vice-Chairman
Jerry Becker
Merrol N. Hyde, Commission Chairman
Tim Jones
Matthew Shoaf
Dr. Jamie Teachenor

Also Present:

John Isbell, County Mayor
Eric Sitler, Law Director
Jennifer Mitchell, minute taker

Chairman Mansfield brought the regular scheduled Legislative Committee meeting to order with an invocation by Comm. Teachenor on Monday, April 14, 2025, at 5:32 p.m. Chairman Mansfield declared a quorum present to conduct business.

3. Approval of Agenda.

Comm. Miller moved, seconded by Comm. Teachenor, to approve the agenda. The motion carried unanimously.

4. Approval of minutes of March 6, 2025.

Upon motion of Comm. Miller, seconded by Comm. Teachenor, the Committee voted unanimously to approve the minutes of March 6, 2025.

5. Recognition of the Public.

None

6. Report of the Chairman.

No report

7. Report of County Mayor.

No report

8. Old Business.

- a. Discussion: Property Assessor's Appraisals and Election Boundary Concerns.

Comm. Teachenor moved, seconded by Comm. Miller, to discuss. The motion carried unanimously.

Comm. Shoaf explained that the \$6,000.00 request for the extraction of data was approved by the Budget Committee but pulled from the Commission agenda. He agreed to follow up with IT to ask if it can be done in house.

Comm. Becker moved, seconded by Comm. Shoaf, to move to the Budget Committee. The motion carried unanimously.

9. New Business.

a. Veterans' Service Report and Presentation.

Veterans Service Director Jeff Oakey reported on the business of the Veterans Service office.

b. Sumner/Robertson County Mutual Aid Agreement.

Chairman Mansfield moved, seconded by Comm. Miller, to discuss. The motion carried unanimously.

After brief discussion, without objection, Chairman Mansfield removed from the agenda.

c. Establishing Service Animal Policy.

Comm. Shoaf moved, seconded by Comm. Miller, to discuss. The motion carried unanimously.

Law Director Eric Sitler introduced a couple of changes that need to be made. The first recommended change is the first line on page forty-four to read "Sumner County facilities shall permit service animals into facilities for employees, patients and or guest." The second change is under Applicability and to read "This policy applies to employees, patients and guests to all Sumner County owned or leased facilities and departments."

Comm. Shoaf moved, seconded by Comm. Becker, to approve with the changes introduced by Mr. Sitler and with the recommended language employees, patients and guests to all Sumner County owned or leased facilities as needed throughout the document. The motion carried unanimously.

d. Clarification and/or Rule Change to makeup of Legislative Committee.

Chairman Mansfield moved, seconded by Comm. Miller, to send a clarification of standing committees to include Health and Emergency Services, Committee on Committees, General Operations, Highway,

Education and Budget to the full Commission to define the makeup of the Legislative Committee.

Comm. Hyde moved, seconded by Comm. Shoaf, to suspend the rules to allow Comm. Boyt to speak. The motion carried unanimously. Comm. Boyt stated Financial Management is a statutory committee and has lots of issues that need to be brought to the Legislative Committee.

Chairman Mansfield brought the meeting back in session.

The Committee voted (6-1-0) to approve Chairman Mansfield' motion to send clarification of standing committees to the full Commission. Commission Chairman Hyde voted against the motion.

Comm. Becker moved, seconded by Comm. Jones, to amend the rules and procedures to move Financial Management and Audit Committee on pages eight and nine Standing Committees and Sub-Committees and place under Other Statutory Committees. The motion carried unanimously.

e. Title VI Policy Revision.

Comm. Miller moved, seconded by Comm. Teachenor, to discuss. The motion carried unanimously.

Chairman Mansfield moved, seconded by Comm. Teachenor, to approve and forward to full Commission. The motion carried unanimously.

10. Commission Recognitions and Proclamations.

- a. Recognition: Portland High School Lady Panthers Basketball Team
- b. Recognition: Jen Teachenor – 2025 Community Trailblazer
- c. Recognition Resolution: Detective Ron Brawner Retirement
- d. Proclamation: National Therapy Animal Day
- e. Proclamation: Donate Life Month

Comm. Teachenor moved, seconded by Comm. Shoaf, to group and approve items 10a through 10e and forward to the full Commission. The motion carried unanimously.

11. Zoning.

Ramsey 109 Mini Storage PUD – Rezoning – James Ramsey, represented by GreenLID Design – 7th Commission Voting District (Danny Sullivan) – Applicant is seeking to rezone subject property from Rural Residential (RR) to Planned Unit Development (PUD) for the purpose of constructing and operating a mini storage facility. Subject property is located at Hwy 109N, Gallatin, TN 37066, is Tax Map 104, Parcel 005.02, contains 2.61 acres and is zoned Rural Residential (RR).

The Sumner County Regional Planning Commission forwarded a Positive recommendation related to this item on March 18, 2025 (First Reading).

Docketing purposes only, no action taken.

11. Adjournment. Chairman Mansfield declared the meeting adjourned at 6:07 p.m. upon motion of Comm. Shoaf and seconded by Comm. Miller.

Prepared by Jennifer Mitchell