

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

Committee on Committees.....March 11

General Operations.....March 4

Health & Emergency Services.....March 4

Legislative Committee.....March 11

**COMMITTEE ON COMMITTEES
MINUTES
JEREMY MANSFIELD, CHAIRMAN
MARCH 11, 2024**

Present:

Jeremy Mansfield, Chairman
Chrissi Miller, Vice-Chairman
Dr. Mary Genung
Deborah Holmes
Dr. Jamie Teachenor

Also Present:

John Isbell, County Mayor
Eric Sitler, Law Director
Steve Weiner, Staff Attorney
Jennifer Mitchell, minute taker

Chairman Mansfield brought the regular scheduled meeting of Committee on Committees to order with an invocation by Comm. Teachenor on Monday, March 11, 2024, at 5:54 p.m. Chairman Mansfield declared a quorum to conduct business.

Agenda. Chairman Mansfield announced Comm. Boyt withdrew her resignation from the Opioid Committee and without objection, removed item 9a from the agenda.

Upon motion of Comm. Miller, seconded by Comm. Teachenor, the Committee voted unanimously to approve the agenda as amended.

Approval of Minutes of February 12, 2024. Upon motion of Comm. Miller, seconded by Comm. Genung, the Committee voted to approve the minutes of February 12, 2024. Comm. Teachenor abstained from the vote.

Public Recognition. None

Report of the Chairman. No report

Report of the County Mayor. No report

8.Old Business.

a. Appointments.

Regional Planning Commission 4-year term.

- Replacement for Luther Bratton
- Replacement for Mike Honeycutt

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

Chairman Mansfield read aloud a statement and addressed characteristics of an ideal candidate. He recommended Laura Baigert and Ron Strahle.

After discussion, Chairman Mansfield confirmed item would stay on the agenda under old business.

Sumner County Library Board of Trustees – 3-year term.

- Jennifer Sloan, Westmoreland to replace Diane Johnson
- Tonya Ray, Gallatin to replace Ruth Fennell
- Jackie Wright, Hendersonville to replace Bruce Carter

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

After discussion, Comm. Teachenor moved, seconded by Comm. Miller, to group and approve and forward to full Commission. The motion carried unanimously.

9. New Business.

a. Appointments.

Opioid Committee.

- Replacement for Terri Boyt, Commissioner

Removed from the agenda.

10. Adjournment. Upon motion of Comm. Miller, seconded by Comm. Teachenor, the Committee adjourned at 6:24 p.m.

**MINUTES
GENERAL OPERATIONS COMMITTEE
DAVID KLEIN, CHAIRMAN
MARCH 4, 2024**

Present:

David Klein, Chairman
Chrissi Miller, Vice-Chairman
Deborah Holmes
Tim Jones
Terry Moss
Don Schmit
Absent:
Mark Harrison

Also Present:

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

Chairman Klein brought the regular scheduled meeting of the General Operations Committee to order with an invocation on Monday, March 4, 2024, at 6:41 p.m. in the Sumner County Administration Building. Chairman Klein declared a quorum present to conduct business.

3. Approval of Agenda.

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

4. Approval of the Minutes of February 5, 2024.

Upon motion of Comm. Schmit, seconded by Comm. Moss, the Committee voted unanimously to approve the minutes of February 5, 2024.

5. Report of Chairman. No report

6. Report of County Mayor. No report

7. Recognition of the Public.

8. Old Business.

- a. Progress on Roof and Parapets of Archive Building – Awaiting specifications from Jacob Cherry of WOLD Architects & Engineers. We should receive them any day.

Chairman Klein requested to keep it on old business for next month.

- b. Progress on Roof of Sumner County Jail – Jacob Cherry of WOLD delivered the specifications to Kim Norfleet last Friday (1/26/2024). She sent them back to him on Monday (1/29/2024) with additional comments. We should receive them back any day.

Law Director Eric Sitler stated specifications approved and forward to Grants Administrator Kim Norfleet.

County Mayor John Isbell stated it will go to the Budget Committee in April.

Chairman Klein requested to remove from the agenda.

- c. Update on New Courthouse Parking Structure – All is moving well with the building construction. Chairman Klein has had several meetings with Gallatin City and Sumner County “stakeholders” in an attempt to reduce costs. We should have consensus soon.

After brief update Chairman Klein requested to leave on old business.

- d. Franklin Street Stormwater Project.

Chairman Klein requested to remove from agenda.

- e. Administrative Building Third Floor Dormers and Freezing Fire Sprinkler concern – What were the results of the meeting with the contractor?

County Mayor stated he is waiting for numbers from contractor and will email them once received.

Chairman Klein requested to keep on old business.

- f. Status of the New Sumner County Courthouse – Update on results of building pressure testing by SSOE.

Chairman Klein noted Law Director Eric Sitler was concerned about the mutual release clause in the contract. Mr. Sitler stated it has been removed and he has approved the contract.

Chairman Klein requested the item be removed from the agenda.

- g. Health Department Surplus Property.

Chairman Klein noted he will work out the details with the IT department and he bring back to Committee.

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

After discussion, Chairman Klein requested to remove items 8g and 8h from the agenda.

h. Sheriff's Department Surplus Property x 2.

Addressed under item 8g.

i. Creating a list of all Capital Improvement Projects currently in progress or budgeted for the future.

Chairman Klein asked County Mayor John Isbell to prepare a list. Mr. Isbell agreed.

Commissioner Mansfield noted the previous Commission requested the County Mayor to provide a list on capital projects which also showed what has been spent and project status to be included in General Operations Committee packets each month.

Comm. Miller moved, seconded by Comm. Jones, to ask County Mayor John Isbell to provide a capital projects list monthly and to show allocated money. The motion carried unanimously.

j. Status of "County Surplus Database Project."

Chairman Klein requested item be removed from agenda.

k. Discussion of creating "Standard Operating Procedures" for the General Operations Committee to monitor progress of design, development, contracting, and construction of any and all projects currently being built and/or planned for the future.

County Mayor John Isbell to work on report.

Chairman Klein asked for item to remain on agenda.

l. Removal of tree threatening Historic Cottontown Post Office and how it related to the maintenance and costs of maintenance as specified in Board of County Commissioners Resolution No. 2304-18.

County Mayor John Isbell reported the work is supposed to be done this week.

Chairman Klein requested to keep item on agenda.

- m. Discuss repair and/or replacement of existing audio/visual system in the main chambers.

After brief discussion, Chairman Klein to follow up on amplifier.

Chairman Klein requested for item to remain on agenda.

- n. County Building list.

Chairman Klein is working on completion of list.

Chairman Klein asked to keep on agenda.

- o. Health Department Building demolition and new construction.

Chairman Klein reported that he met with Hendersonville Mayor Jamie Clary and Health Department Director Hal Hendricks and Mayor Clary doesn't have any property to offer for a new location for a health department.

During discussion, Commissioner Mansfield recommended having the architects present a plan.

Chairman Klein requested to keep on agenda.

9. New Business.

- a. Discussion of Electrical work, Parking Garage.

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

Chairman Klein explained a major power line and transformer on Franklin Street had to be moved underground to feed all the buildings on the east side of the square so a crane could operate during construction of the parking garage.

County Mayor John Isbell further explained that the Gallatin Department of Electricity has said the County agreed to a two-Phase project with Phase One being completed as described by Chairman Klein and Phase Two being moving the remaining overhead lines underground with an approximate cost of \$500,000.00. Mr. Isbell said he cannot find where the County agreed to Phase Two, however they will not connect power to the structure until Phase Two is completed. A generator has been leased for approximately \$15,000.00 per month to keep the project moving along.

After further discussion, Chairman Klein moved, seconded by Comm. Jones, to ask Law Director Eric Sitler to send a legal letter regarding withholding power to the parking garage both temporary and permanent. The motion carried unanimously.

10. Adjournment. Upon motion of Comm. Miller and seconded by Comm. Holmes, the Committee adjourned at 7:42 p.m.

Prepared by Jennifer Mitchell

**MINUTES
HEALTH & EMERGENCY SERVICES COMMITTEE
CHAIRMAN, DARRELL ROGERS
MARCH 4, 2024**

Present:

Darrell Rogers, Chairman
Dr. Mary Genung, Vice-Chairman
Terri Boyt
Shannon Burgdorf
Benjamin A. Harris
Tim Jones, late
Terry Wright

Also Present:

John Isbell, County Mayor
Eric Sitler, Law Director
Jeremy Mansfield, Commissioner
Ken Weidner, EMA Director
Jay Austin, EMS Assistant Chief
Jennifer Mitchell, minute taker

Chairman Rogers called the regular meeting of the Health and Emergency Services Committee to order with an invocation by Commissioner Mansfield on Monday, March 4, 2024, at 5:00 p.m. in the Sumner County Administration Building. A quorum was present.

Commissioner Mansfield explained that Commission Chairman Hyde would not be in attendance and asked him to attend in his place.

3. Approval of Agenda.

Chairman Rogers requested to add to the agenda the Bearcat contract/Department of Homeland Security grant as item 13b. Comm. Harris moved, seconded by Comm. Jones, to add the request to the agenda. The motion carried unanimously.

Chairman Rogers passed out an email chain regarding EMS pay for item 13a. (attached)

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

4. Approval of the Minutes of February 5, 2024.

Upon motion of Comm. Wright, seconded by Comm. Harris, the Committee voted (6-0-1) to approve the minutes from February 5, 2024. Comm. Genung abstained from the vote.

5. Recognition of the Public.

Brad Williams of 1916 Hwy 31 W, White House gave a summary of a contract system for VFD funding. He stated a contract system would remove the County from liability and allow the departments to apply for financing. He also discussed the funding formula and passed out a packet of information which is attached.

Tav Matthews of 110 Wheeler Street, Portland, Assistant Chief of Highland VFD spoke to the need for VFD funding.

Kevin Baigert of 424 AB Wade Road, Portland expressed his appreciation for the volunteers for their efforts in the search for the missing teenager. He would like to see some benchmarking and research done for best practices for the volunteer fire departments. He discussed a previous salary studies completed for EMS which showed workers paid too little while top brass positions paid too much. Would like to know how much money is lost to private ambulance service.

Without objection, Chairman Rogers moved Report of the Emergency Management Agency and item 13b up on the agenda.

9. Report of the Emergency Management Agency.

EMA Director Ken Weidner gave an update on the search for the missing teenager, Sebastin Rogers. He noted EMA will pay to fix the driveway and lot at Shackle Island Volunteer Fire Department

13b. Bearcat contract/ Homeland Security Grant.

Chairman Rogers explained the County was awarded the grant and this is for the approval of the contract.

Comm. Harris moved, seconded by Comm. Wright, to approve.

After discussion, Comm. Harris called for question. The motion to call for question was approved unanimously by voice vote.

The motion to approve and forward to the Budget Committee was approved (4-3-0) by roll call vote. Comm. Boyt, Burgdorf and Genung voted against.

6. Report of the Chairman. No report

7. Report of the County Mayor. No report

8. Report of the Sheriff. Not present

10. Report of EMS.

Assistant Chief Jay Austin gave a brief overview of the monthly reports.
(attached)

11. Report of the ECC.

County Mayor John Isbell reported number of calls for service for the month of February. He also reported Amy Simpson is the Interim Director.

12. Old Business.

a. Volunteer Fire Department funding structure.

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

Comm. Jones moved to suspend the rules to allow Brad Williams to discuss funding structure. Mr. Williams went through the packet handed out during public comment and explained funding structure in more detail. There was lengthy discussion about ISO ratings.

Comm. Wright moved, seconded by Comm. Jones, to defer to next month. The motion carried unanimously.

13. New Business

a. EMS Pay Study.

EMS Chief Poss reported on neighboring county work schedules and pay scales in comparison to Sumner County. He also noted critical personnel shortages.

During discussion, Comm. Harris moved, seconded by Comm. Wright, to approve and forward to the Budget Committee for a pay study.

After further discussion, Comm. Harris moved, seconded by Comm. Jones, to call for question. The motion carried unanimously.

The motion to approve and forward to the Budget Committee for a pay study carried unanimously.

12. Adjournment. Chairman Rogers declared the meeting adjourned at 6:37 p.m. upon motion by Comm. Burgdorf and seconded by Comm. Harris.

Prepared by Jennifer Mitchell

EMS
Sign-up sheet
3-4-2024

- 1) BRAD Williams 1916 Hwy 31-N W# 37188
- 2) Tom Matthews 110 Wheeler St Portland 37148
- 3) KEVIN BRIGGS 424 AS WADE RD 615 323 1736
EMS PAY STUDY

Sumner Contracts and Funding Formula

- **Why are we asking for this?**

- First let me address what the problem that we can see. Sumner county commissioners brought up the fear last year about funding the Fire Depts that it would cause a liability for sumner county. A contract would allow the county to fund the VFDs to any amount and not be held responsible just like the printer company you would contract with. I will attach a copy of the purposed contract that Mr. Sitler already has.
- Second Problem is the funding the way it is done currently. We are given a donation of \$24,000 per station (all except Gallatin VFD). This does not take into effect any size of zone or approx. value of what we are protecting. If you look at the numbers, Mileage ranged from 5 miles of coverage to almost 90 miles, with improved property values being covered of 32 million to 238 million these are vast differences that are more complex than if you have multiple locations or one single.
- Lastly the amount of funding. I realize this is a touchy subject but the amount of funding most departments get isn't feasible for much longer. With all the expenses each dept has not only for daily operations, but for necessary equipment and yearly services that most can't afford and haven't been keeping up.

- **Where we are at now**

- One of the lowest funded VFDs in our area compared to 20 other counties. See included charts.
- Most are needing to replace equipment that they can't afford due to rising cost.
- Financing isn't available through banks since no funding is secured for longer than one year. Contracts would address this.
- Donations are always a question we get. Yes we Attempt to fund raise but with 200 – 300 hours of required training throughout the year and the call volumes plus work and family time is just to rare of a commodity .

- **How this help Sumner County**

- This is bring better protection for the county citizens of Sumner County

Continued.....

- Better Equipment and Apparatus more reliable trucks means less money spent on maintenance.
 - Helps bring the Fire Depts up to date and as buildings increases the funding will also keep up with the changes.
 - The better equipped and updated the FDs can be the more volunteers are possible.
- **Future Planning**
 - We would like to have the contracts in place with a reassessment every 4 years.
 - Use of the funding formula to provide funding for the VFDs
 - A ADOC committee to discuss all the questions the commissioners might have about funding and What the future of the fire service in Sumner county,

Sumner County Budget line items.

- Animal Control Budget - \$59,600 for buildings, \$582,229 operation
- Sumner EMS \$12,090,000 / \$760,000 on replacement Ambulance
- Sumner Sherif \$15,909,090 / \$737,625 on SO Cars yearly
- Sumner EMA \$766,545
- Dispatch \$4,588,564

Volunteer Agreement

DONATION AGREEMENT BETWEEN SUMNER COUNTY, TENNESSEE AND (Insert Fire Dept. Name Here)

This agreement entered into between the undersigned (DEPARTMENT NAME HERE), a Tennessee non-profit corporation, volunteer fire department (referred to herein as "Add Department Name Here"); and SUMNER COUNTY, TENNESSEE, a Tennessee municipal corporation (referred to herein as "THE COUNTY"):

WITNESSETH:

WHEREAS, Sumner County, Tennessee believes that its residents who live outside incorporated municipalities should have available fire protection services; and

WHEREAS, Tennessee Code Annotated 5-9-101(23) specifically provides that "a County may appropriate money to non-profit volunteer fire departments ... ", and this is further the opinion of the State Attorney General by Opinion No. 92-127, dated October 30, 1992:

NOW, Therefore, Sumner County, Tennessee and the undersigned (Add Dept Name Here) agree as follows:

1. **TERM** - The term of this agreement is for the period retroactive to 12:01 a.m. July 1, 2024 and ending on June 30, 2026 at 12 o'clock midnight, subject to the funding provisions set forth herein. This agreement may be renewed upon the terms to be agreed upon by the parties. The parties acknowledge that (Insert Fire Dept Name here) has been providing the response services contemplated herein from the initial term of this contract.
2. **AUTHORITY** - This agreement is authorized by those laws and statutes referenced above, as well as other prevailing Tennessee law. This agreement must be approved by majority vote of the Sumner County Commission and by the vote of the (Insert Fire Depts Name Here) governing body. Copies of these approving resolutions and/or minutes are attached to this contract as Exhibit "A". The undersigned (Insert Fire Depts Name Here) acknowledges it shall be in compliance with TCA Title 68, Chapter 102, Part 3 (Fire Department Recognition Act).
3. **GEOGRAPHICAL SERVICE AREA** - The undersigned (Insert Fire Depts Name Here) acknowledges it has met with city fire departments and other volunteer fire departments, they have jointly reviewed a geographical

service area to be covered by the undersigned (Insert Fire Depts Name Here), and that a description of that service area is attached hereto as Exhibit "B" to the contract. The (Insert Fire Depts Name Here) represents that it can provide firefighting services within this geographical area and the County agrees to financially assist the (Insert Fire Depts Name Here) all as set forth herein.

4. RESPONSE OF RESPONDING AGENCIES -

A. First Response - The parties recognize that cities and volunteer groups are providing rural/rescue fire protection with the County, and a coverage area has been determined by those agencies and the County as defined in Exhibit "B" attached hereto. The (Insert Fire Depts Name Here) shall be designated as responsible for its service area as a First Responder, providing the initial First Responder response to all fire, medical first response, and other calls as further defined in this Paragraph 4 within its area.

B. Description of Response-The (Insert Fire Depts Name Here) will be responsible for and respond to all fires of any type, smoke investigations, all rescues, fire alarms, carbon monoxide (CO) alarms, natural gas or propane leaks, rescues of trapped persons, motor vehicle accidents with confirmed injuries, and hazardous materials calls. Further, the (Insert Fire Depts Name Here) will respond to all calls related to chest pain, unconscious or unresponsive persons, diabetic emergency, stroke/CVA, shortness of breath, asthma attack, allergic reaction, life-threatening trauma involving gunshot wounds, stabbings, or other penetrating trauma, falls greater than twenty feet, and amputations, EMS calls where Medic Unit is responding out-of-zone, and medical calls when requested by Sumner County Emergency Medical Service or in accordance with Sumner County Emergency Medical Service protocol.

The parties acknowledge and agree that for calls or pages for non-life-threatening emergency calls, including, but not limited to, downed trees or debris in road, animal rescues, motor vehicle collisions confirmed with no injuries, non-life threatening medical calls, traffic control assistance calls, or other call types where the (Insert Fire Depts Name Here) does not have primary responsibility, (Insert Fire Depts Name Here) may, but shall not be and is not required or obligated to, respond and assist. The determination of whether (Insert Fire Depts Name Here) responds or, if responding, what level of response shall be provided shall be solely determined in the discretion of the (Insert Fire Depts Name Here) officer in charge. (Insert Fire Depts Name Here) and such officer in charge shall bear no liability for any such discretionary non-response.

For all calls to which the (Insert Fire Depts Name Here) responds pursuant to this contract, the (Insert Fire Depts Name Here) will respond to the best of its ability, with suitable firefighting equipment and personnel as reasonably available and appropriate for the call,

including the jaws of life, if available, and other life savings equipment and techniques, and will render all assistance reasonably possible in the saving of life and property. The failure to furnish the services agreed upon because of weather, road conditions, the unavailability of equipment or personnel in connection with the fighting of other fire(s) or response to other call(s), or for any other good reason shall not be taken as a breach of this responsibility. Any response made by (Insert Fire Depts Name Here) pursuant to this Agreement will be made within the designated area that is at least substantially equivalent in response time, personnel and equipment to a response presently being made by (Insert Fire Depts Name Here)

Emergency Communications Initial communication will continue to be handled by Sumner County, through its E-911 Board and dispatch facilities in Sumner County. The parties acknowledge that the use of the Emergency Medical Dispatch system by E-911 dispatchers provides a more efficient and directed response by emergency responders and that the implementation and use of such system should be promoted and pursued to become effective during the term of this Agreement. Sumner County does agree that it shall, to the best of its ability and resources, promote and pursue the implementation, training, and utilization of the Emergency Medical Dispatch system by the E-911 Board and dispatchers during the remaining term of this Agreement.

5. MUTUAL AID - All responding agencies are encouraged to enter into mutual aid agreements and/or automatic aid agreements with all other responding agencies participating within the County. The provisions of TCA Title 58, Chapter 8 (Mutual Aid and Emergency and Disaster Assistance Agreement of 2004) shall apply to this contract. The ranking person in charge in the designated service area shall have final authority for the means and method of combating the emergency, but it is anticipated that responding agencies operating by mutual aid shall work together toward this end.

6. INSURANCE AND LIABILITY - The County for itself will not make a claim against (Insert Fire Depts Name Here) for loss or damage of any kind whatsoever resulting from any failure to prevent or extinguish any fire, whether the loss or damage is caused by negligence of the officers, agents, or employees of (Insert Fire Depts Name Here) or otherwise. Further, the County will not make a claim against (Insert Fire Depts Name Here) for loss or damage of any kind whatsoever resulting from any discretionary non-response as provided in Paragraph 4B herein.

The (Insert Fire Depts Name Here) will make no claim against the County on account of damage to the property, or injury, to the (Insert Fire Depts Name Here) or its employees while in the fire service of the County. To the extent available, (Insert Fire Depts Name Here) will carry worker's compensation insurance protecting itself and the County against personal injury damage claims of its fire fighters for injury sustained. (Insert Fire Depts Name Here) and the County will protect itself against claims resulting from the

negligent acts of fire fighters by insurance coverage in those amounts of liability established in Tennessee Code Annotated Section 29-20-403, et seq. (Insert Fire Depts Name Here) will furnish certificates of insurance to the County, whether it be workers compensation, liability or physical damage so naming the County as additional insured. (Insert Fire Depts Name Here) is an independent agency and the County has no liability for its actions.

7. FACILITY AND TRAINING - (Insert Fire Depts Name Here) represents that it has a current facility fo adequate location from which a response can be initiated as well as equipment and vehicles available for this response. (Insert Fire Depts Name Here) is encouraged to use a portion of the funds received for continued training of its personnel as proper responders to a fire fighting emergency. Such training will be the sole responsibility of (Insert Fire Depts Name Here).
8. REPORTING AND RECORD KEEPING – (Insert Fire Dept. Name Here) agrees to keep records regarding the facility, equipment, and vehicles on hand available for response and personnel available. These records shall be kept in a business-like manner and contain all relevant information. Further, (Insert Fire Depts Name Here) shall keep specific records regarding its use of the funds received from the County. (Insert Fire Depts Name Here) will keep records detailing each call answered within the service area, the nature of the call, and the result of the agencis efforts. All reports will be made available to the County on a regular basis as requested by the County.

9. COUNTY PAYMENT -

A. For the time period beginning to July 1, 2024 through June 30, 2026, it is expected that the County will budget for this Responding Agency, as a contract obligation to the Responding Agency, that amount set forth on Exhibit "C" attached hereto. Subject to County Commission approval as required for each year's budget, beginning during the fiscal year 2024-2025 for the County and for the remaining term of the agreement, it is expected that the County may appropriate for this contract payment to the Responding Agency that amount as may be allocated in each year's approved County budget. In the event that the County fails to appropriate funds for payment to the Responding Agency, the Responding Agency may terminate this agreement.

B. The County hereby certifies that this payment consists entirely of situs-based appropriations from the unincorporated areas of Sumner County and/or revenues that have already been shared with Sumner County's municipalities, pursuant to the provisions of TCA 55-17-101(d).

10. MISCELLANEOUS -

A. This agreement may be amended at any time by mutual agreement of the parties, which includes any change in serve area or nature of the response which must be agreed by the parties. The parties shall fully cooperate with and assist each other in the performance of this agreement.

B. In the event (Insert Fire Depts Name Here) ceases to be engaged in firefighting services, it will give 90 days written prior notice of such intention. In the event (Insert Fire Depts Name Here) is unable to fulfill the representations undertaken herein, the County may terminate this agreement and may cease disbursement of the then current year's line item amount for the (Insert Fire Depts Name Here). (Insert Fire Depts Name Here) will designate a representative for the agency to coordinate all activities under this agreement and to work with other participating fire agencies within the County.

EXECUTED on the date opposite each signature

Date: _____

SUMNER COUNTY, TENNESSEE

BY: _____

County Mayor

Date: _____

FIRE DEPT REPRESENTATIVE.

BY: _____

Fire Dept Representative

Title: _____

Executive Summary

The University of Tennessee's County Technical Assistance Service (CTAS) was requested to evaluate the current status and needs of the fire departments that provide fire protection throughout the county (non-municipality jurisdiction) in Sumner, County, Tennessee. Currently Sumner County does not have a county fire department, with fire protection services being provided by eight independent volunteer fire departments (VFD's), and the remaining portions of the county being serviced by municipal fire departments. The county should begin to further explore administrative processes to support the investment that it has provided by improving fire service throughout the county. With the amount of growth experienced an increased expectation from the citizens for a higher level of service will most likely occur, as is being experienced in other counties across the state at this time. The scope of the project is to evaluate:

- Fire department organization and structure
- Fire station distribution
- Fire apparatus distribution
- Fire apparatus/equipment plan and replacement schedule
- Fire department funding sources

As a part of the evaluation of each independent department, numerous documents were reviewed related to the departments operations, as well as interviews with the department's leadership and a site visit of all fire department locations. The following concerns/challenges were identified by most every fire department administration:

- Lack of staffing, difficulty in recruiting and retaining volunteer firefighters
- Lack of consistent funding source for sustainment of operations, including training, equipment, maintenance, and apparatus costs
- Lack of coordination from county government in relation to fire protection services
- Consistent use by central dispatch to dispatch next closest fire station for structure fires for mutual/automatic aid
- Lack of an appropriate training facility, or access to a training facility
- Lack of specialized teams such as haz-mat and special operations
- Lack of technology to support training, GIS mapping, and state reporting requirement (NFIRS) to be used by all fire department within Sumner County
- Lack of adequate and reliable water sources established through pre-identified locations for drafting water or fire hydrants to support water shuttle operations for fire suppression

Specific fire department concerns/challenges in addition to those mentioned above included:

- Highland Volunteer FD: Need to relocate Station 2 to an area in the New Deal Community that is equipped with heat and indoor plumbing for restroom facilities at a minimum. Additional space for training room and office space should be considered.
- Number One FD: Need for renovation, or a new fire station equipped with indoor plumbing and storage space.
- Oak Grove Community FD: Renovations of the fire station to increase bay space for storage of apparatus out of the weather, as well as a larger area for training and storage.
- Southeast Volunteer Community FD: Need to purchase an additional Fire Tanker to be placed in service at Station 2 (1011 Hilton Ln., Castalian Springs, TN). Renovations are needed at both stations to add bay space for additional equipment and storage.

Sumner County will continue to face many challenges in the future due to growth and location issues. The County and the fire departments must be willing to address public safety issues in a progressive manner and not be complacent in the "way things have always been." With leadership and vision, the county has an

excellent opportunity to set an example of how to provide better fire protection and emergency services under the current and future growth trends and demands.

The recommendations listed in this report are goals and objectives that will provide a high level of fire protection and emergency response to the citizens of Sumner County. The focus of the study was to identify the current fire and emergency service capabilities of each independent volunteer fire department, and areas of improvement for the fire departments to maximize the utilization of resources. A variety of options are described along with examples of other county governments for consideration. If the county should want to explore such options further, CTAS could assist in identifying viable options for consideration.

Based upon the overall assessment of the county, some important administrative issues/responsibilities must be filled to ensure that the investment that the county has placed in fire protection is adequately maintained. The following are recommendations to be considered.

1. Organizational Structure:

The county will need to determine the level of commitment they desire to have in providing fire protection services. The options include the following:

- a. Continue the current status, no county involvement beside donations, or
- b. Creation of a Countywide Fire Department, contracts will be needed with any agency providing service:
 - Option 1: Contract with independent and/or municipal fire departments to provide coverage to unincorporated areas
 - Option 2: Establish a fully functional Sumner County Fire Department
 - Option 3: Combination of options 1 and 2

2. Creation of a Sumner County Fire Chief/Administrator:

It is very clear based upon observations and data received that a key component to improving fire protection in Sumner County is to create an administrative layer responsible for coordinating fire protection services and addressing issues. The person appointed to Sumner County Fire Chief, should be an individual who is qualified and has experience in fire department administration functions and emergency operations.

3. Creation of a Training Officer position:

This ensures a minimum level of competency and provides a higher level of trust between departments. A training officer would assist with the creation of minimum requirements that meet all State laws and Tennessee Occupational Safety and Health Administration (TOSHA) requirements. This would allow for coordination and consistent delivery of training to all members of the department.

4. Training Facility:

Establish a county-wide training facility equipped with an assortment of training materials, manuals, lesson plans, and drill guides. Encourage the utilization of training through the Tennessee Fire and Codes Enforcement Academy (TFACA), National Fire Academy (NFA), and the Tennessee Emergency Management Agency (TEMA), with many opportunities for free or low-cost training.

5. Communications:

Ensure there is fire department representation on the county-wide emergency communications committee to review fire department dispatch protocols with leadership of central dispatch to foster consistent utilization, and have regular scheduled meetings between communication center and fire department administrations to review compliance and address any issues or concerns.

6. Staffing – Firefighter Recruitment/Retention:

A major challenge for volunteer fire departments is the ability to have enough volunteer firefighters to respond during the day to emergency calls when the majority of firefighters are working at their

primary jobs. It is recommended to explore programs and incentive packages to increase recruitment and retention of additional volunteer firefighters. Across the State of Tennessee and the nation, some departments have found it beneficial to hire part-time and/or full-time firefighters to establish a minimum level of firefighters on-duty to respond to initial alarms during critical staffing times such as day time hours during the work week.

7. Water Supply:

Pre-identify and establish water source locations (lakes, ponds, hydrants, etc.) for the department to utilize for water shuttle purposes in the rural areas of the county to be serviced within a 1-mile driving distance. Utilize technology such as GPS to mark all pre-identified water source locations in the dispatch centers CAD for relaying locations to fire departments, and if capable for fire departments to access using GPS, mobile apps, or mobile data systems. Reliable apparatus (both pumper and tankers) to provide and support fire suppression activities

8. Funding:

Based on the decision of the organizational structure, the county will need to determine the level of financial support and mechanism for funding in accordance with state law. The following recommendations are made for consideration:

- Determine the level of funding needed and available for fire protection services.
- Determine the source of funding for fire protection services: According to TCA § 5-7-101 (d) counties may fund a countywide fire department by one of the following:
 - i. Property tax levied by a fire tax district.
 - ii. Situs based revenues from the unincorporated areas of the county.
 - iii. Revenues that have already been shared with municipalities.
- Establish contracts for fire protection services provided by a department in exchange for county funding. Consider additional funding based on number of emergency responses and services provided.

9. Capital Improvements:

Fire departments should utilize a capital improvement plan for large expenditures (apparatus, stations, station renovations, etc...) that have a greater than 5-year service life, and an annual equipment replacement plan to assist in keeping equipment operational, and not be a financial burden in a given budget cycle. Apparatus replacement will be a significant investment that will need to be made in the near future. The following observations were noted during the site visit regarding fire apparatus:

- Cottontown Volunteer FD has a tanker that is over 30 years old, and a brush truck over 25 years old.
- Gallatin Volunteer FD station 2 has a pumper over 30 years old, with reports of significant mechanical issues and difficulty finding parts.
- Highland Volunteer FD station 1 has a pumper over 20 years old, station 2 has a pumper over 20 years old and a tanker over 30 years old, and station 3 has a pumper over 20 years old. All of the equipment located at station 3 is owned by the City of Mitchellville.
- Oak Grove Community FD had 2 pumpers both over 20 years old, and a tanker over 30 years old.
- Shackle Island had 1 pumper over 20 years old.
- Southeast FD has 1 light rescue vehicle that is over 30 years old, and there is a need to purchase an additional Fire Tanker to be placed in service at Station 2 (1011 Hilton Ln., Castalian Springs, TN).
- Westmoreland Volunteer FD has 1 pumper over 20 years old, and 1 brush truck over 30 years old.

It was noted that the following fire stations were in need of significant renovations and/or relocation:

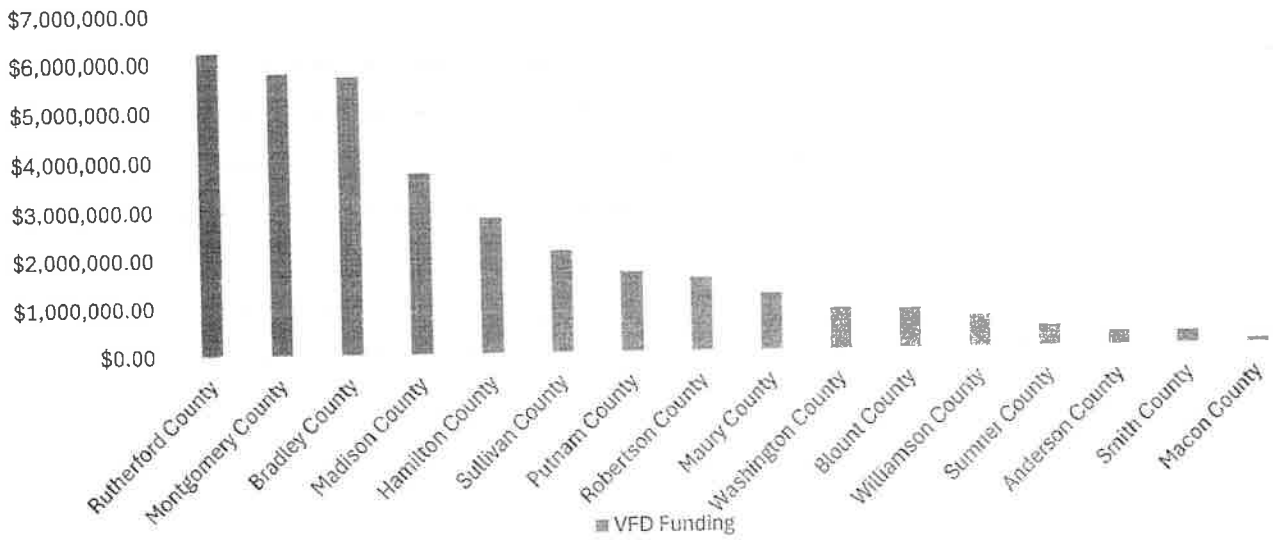
- Highland Volunteer FD: Need to relocate Station 2 to an area in the New Deal Community that is equipped with heat and indoor plumbing for restroom facilities at a minimum. Additional space for training room and office space would be considered.
- Number One FD: Need for renovation, or a new fire station equipped with indoor plumbing and storage space.
- Oak Grove Community FD: Renovations of the fire station to increase bay space for storage of apparatus out of the weather, as well as a larger area for training and storage.
- Southeast Volunteer Community FD: Renovations are needed at both stations to add bay space for additional equipment and storage.

With the recommended changes, fire protection will continue to improve and become a more reliable system despite the challenges faced due to growth and increased demand/hazards. Many of the recommendations can be implemented with minimal cost which will have a significant impact on daily operations. There is a need for additional financial support for large capital improvements such as facilities and apparatus replacement. Additionally, the fire department personnel would be adequately trained and prepared to effectively and safely respond to and mitigate emergency incidents.

CTAS is willing and capable to further assist Sumner County officials as needed with the development and implementation of future plans in regards to fire and emergency services.

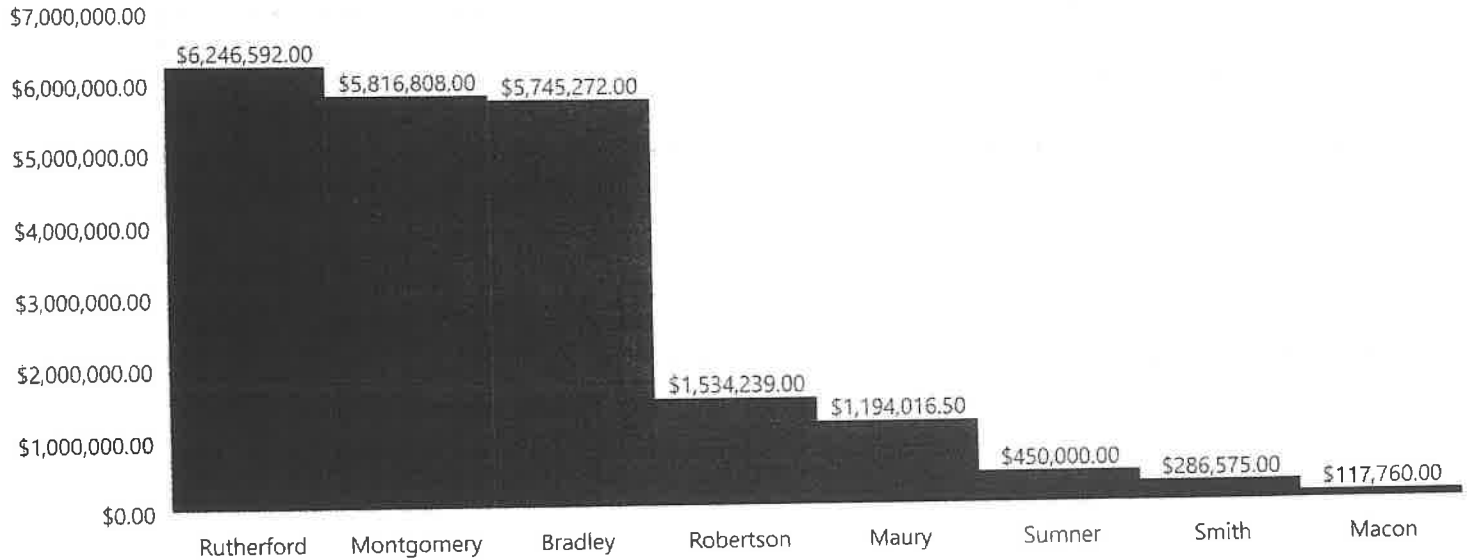
County	Entire Population	VFD Funding
Rutherford County	343,727	\$6,246,592.00
Montgomery County	222,305	\$5,816,808.00
Bradley County	108,859	\$5,745,272.00
Madison County	98,644	\$3,758,258.00
Hamilton County	367,193	\$2,838,188.00
Sullivan County	158,722	\$2,136,088.00
Putnam County	80,157	\$1,667,234.00
Robertson County	73,297	\$1,534,239.00
Maury County	102,002	\$1,194,016.50
Washington County	133,282	\$876,000.00
Blount County	135,951	\$843,984.00
Williamson County	248,897	\$685,027.00
Sumner County	196,845	\$450,000.00
Anderson County	77,337	\$314,513.00
Smith County	20,034	\$286,575.00
Macon County	25,365	\$117,760.00

VFD Funding



County	Funding for VFDs	Total Pop	County Pop	Funing Per person
Macon	\$117,760.00	25,216.00	18,427.00	\$ 6.39
Smith	\$286,575.00	20,172.00	14,331.00	\$ 20.00
Sumner	\$450,000.00	200,557.00	68,284.00	\$ 6.59
Maury	\$1,194,016.50	111,315.00	29,500.00	\$ 40.48
Robertson	\$1,534,239.00	76,852.00	38,277.00	\$ 40.08
Bradley	\$5,745,272.00	110,262.00	60,600.00	\$ 94.81
Montgomery	\$5,816,808.00	227,090.00	60,368.00	\$ 96.36
Rutherford	\$6,246,592.00	352,182.00	107,020.00	\$ 58.37

Funding Amounts



Contracting for Fire Protection Services

Possibility of contracting for fire protection services.

Contracting for fire protection services is an alternative approach to allow for another organization to provide fire protection and emergency response to a certain geographical area in lieu of the county having to establish a fire department in accordance with TCA § 5-17-102. As noted above, Cheatham and Rutherford counties are examples of county governments contracting for emergency services with municipal and independent fire departments.

It is important for any county government to ensure that all fire departments receiving financial support from the county are in compliance with Tennessee Code Annotated § 68-102-301, et seq., and have been issued a certificate of recognition from the Tennessee State Fire Marshal's Office. Both Cheatham and Rutherford counties have established contracts between the county and the individual fire department that clearly outlines the requirements of both parties. While not a complete list, specific requirements that

should be included in the contract include:

- Response area defined, and scope of services to be provided
- Funding amounts and terms of payment
- Proof of liability insurance
- Certificate of recognition from the State Fire Marshal's Office recognizing the organization as a fire department in Tennessee
- Verification the department is submitting incident reports to the State Fire Marshal's Office using the Tennessee Fire Reporting System (TFIRS) as required by Tennessee Code Annotated § 68-102-111
- Reporting requirements and frequency of reporting from the fire department to the county such as call volumes, training reports, current roster of active firefighters, maintenance reports, and ISO reports
- Financial reports and minutes of governing bodies as it pertains to the scope of services in the contract



GOVERNMENTAL GRANT CONTRACT

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

Begin Date 09/01/2023	End Date 04/30/2026	Agency Tracking # 34101-13624	Edison ID 81547-47850		
Grantee Legal Entity Name SUMNER COUNTY			Edison Vendor ID 5		
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number # 97.067			
		Grantee's fiscal year end June 30th			
Service Caption (one line only) HOMELAND SECURITY GRANT PROGRAM FEDERAL FISCAL YEAR 2023					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2024		\$396,846.00			\$396,846.00
TOTAL:		\$396,846.00			\$396,846.00
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection					
<p>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.</p>					
<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>			<p>CPO USE - GG</p> <p>EXECUTED</p> <p>03/01/2024</p> <p>DEPARTMENT OF MILITARY Tennessee Emergency Management Agency</p> <p>BY <u>SMH</u></p>		
Jennifer Pontow			Digitally signed by Jennifer Pontow DN: cn=Jennifer Pontow, o=State, ou=TN Military Department, email=jennifer.pontow@tn.gov, c=US		
Speed Chart (optional)		Account Code (optional) 71301000			

**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 Agreement.
- A.2. All Federal Fiscal Year (FFY) 2023 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 2023 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 2023 HSGP will be in compliance with the FFY 2023 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 2023 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, 2023 ("Effective Date") and ending on April 30, 2026, ("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, 2023.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed three hundred ninety-six thousand eight hundred forty-six dollars and 00/100 (\$396,846.00) ("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 sixty (60) 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
 FAX #: (615) 741-4173

The Grantee:

John C. Isbell, County Mayor
 Sumner County
 355 North Belvedere Drive, Room 102
 Gallatin, TN 37066
johncisbell@sumnercountyttn.gov
 Telephone #: (615) 452-3604
 FAX #: (615) 451-6066

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. 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 five thousand dollars (\$5,000.00).

- 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 five thousand dollars (\$5,000.00). 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-id?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 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 § 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.gsa.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.

IN WITNESS WHEREOF,

SUMNER COUNTY:


GRANTEE SIGNATURE

2/26/2024
DATE

JOHN C. ISBELL, COUNTY MAYOR
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:

Digitally signed by Dennis J. Adams
DN: cn=Dennis J. Adams, o=Tennessee Military Department, ou=Director
Administrative Services, email=dennis.j.adams@tn.gov, c=US
Date: 2024.02.26 13:56:05 -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.

Digitally signed by Dennis J. Adams
DN: cn=Dennis J. Adams, o=Tennessee Military Department, ou=Director
Administrative Services, email=dennis.j.adams@tn.gov, c=US
Date: 2024.02.26 13:56:34 -06'00'

Date

Reviewed by Dept. of Military Civil Rights Title VI Officer

GRANT BUDGET				
SUMNER COUNTY: HOMELAND SECURITY GRANT PROGRAM 2023				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following applicable period:				
BEGIN: 09/01/2023			END: 04/30/2026	
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award ²	\$396,846.00	0.00	\$396,846.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest ²	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance to Individuals	0.00	0.00	0.00
	Depreciation ²	0.00	0.00	0.00
	Other Non-Personnel ²	0.00	0.00	0.00
	Capital Purchase ²	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	\$396,846.00	0.00	\$396,846.00

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-11/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo--library-.html>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT 1
Page 2**GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
FUNDING OF TRAINING, EXERCISES, PLANNING AND EQUIPMENT PURCHASES ALLOWABLE UNDER THE FFY 2023 HOMELAND GRANT PROGRAM	\$396,846.00
TOTAL	\$396,846.00

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)	VDMGMH3G6CG6
Federal Award Identification Number (FAIN)	EMW-2023-SS-00032-S01
Federal award date	09/11/2023
Subaward Period of Performance Start and End Date	09/01/2023 – 04/30/2026
Subaward Budget Period Start and End Date	09/01/2023 – 04/30/2026
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	09/01/2023
Grant contract's end date	04/30/2026
Amount of federal funds obligated by this grant contract	\$396,846.00
Total amount of federal funds obligated to the subrecipient	\$396,846.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$4,847,500.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	HSGP 2023
Name of federal awarding agency	U.S. Department of Homeland Security
Name and contact information for the federal awarding official	Christopher Patrick Logan, GPD Assistant Administrator FEMA-GPD 400 C Street, SW, 3 rd Floor Washington, DC 20472 Telephone #: (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

Calls vs. Transports

2500

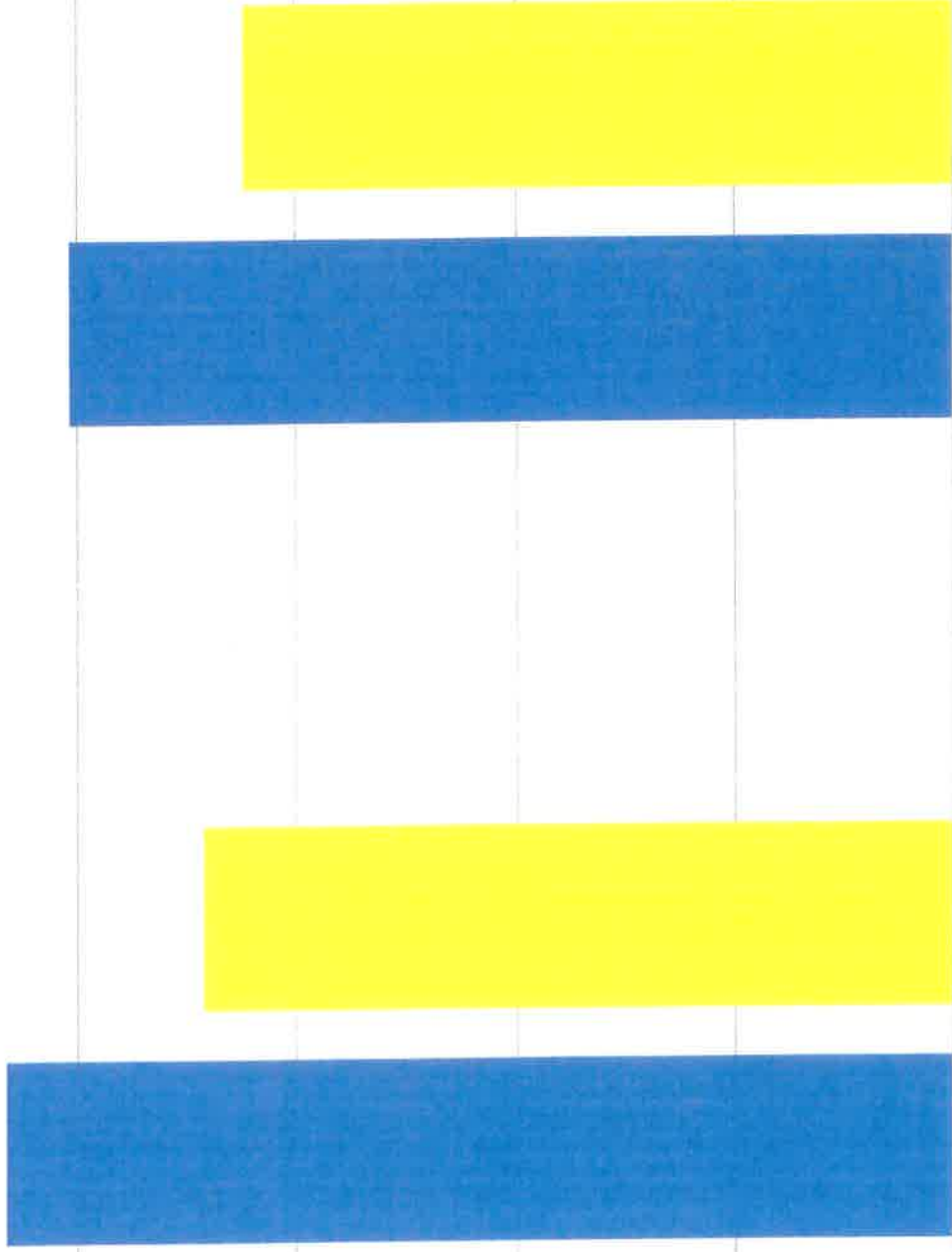
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JAN. 2024

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FEB. 2024

1618

1618

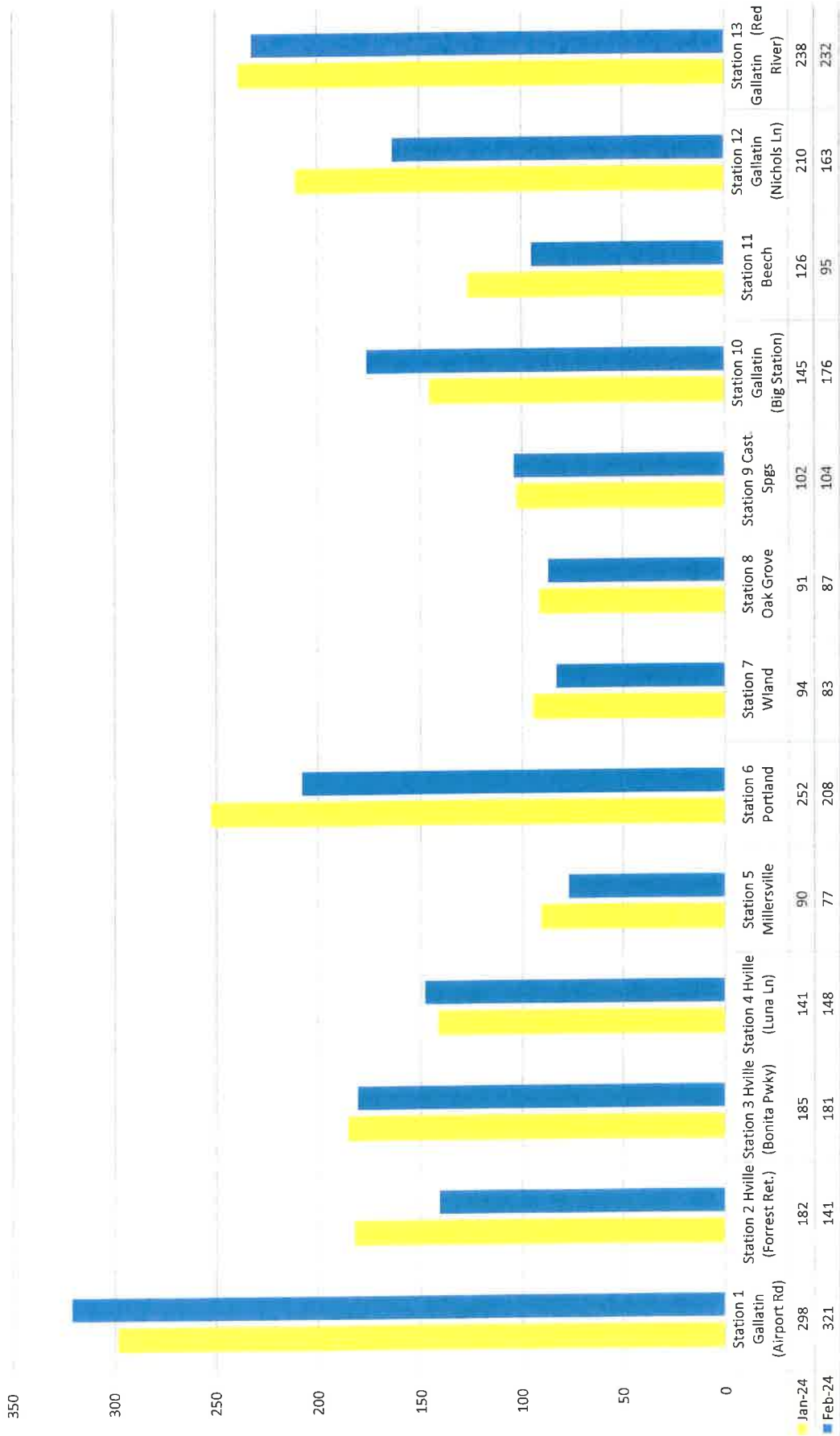
■ Calls

■ Transports

■ Calls

■ Transports

January 2024/February 2024 Call Volume



Responded Out of Summer County	Jan. 2023	Feb. 2023	Mar. 2023	Apr. 2023	May. 2023	Jun. 23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
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

Responded Out of Summer County	Jan. 2024	Feb. 2024
Robertson	12	7
Macon	3	0
Trousdale	1	0
Wilson	0	0
Davidson	1	1
TOTAL	17	8

Responded into Summer County	Jan. 2023	Feb. 2023	Mar. 2023	Apr. 2023	May. 2023	Jun. 23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23
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

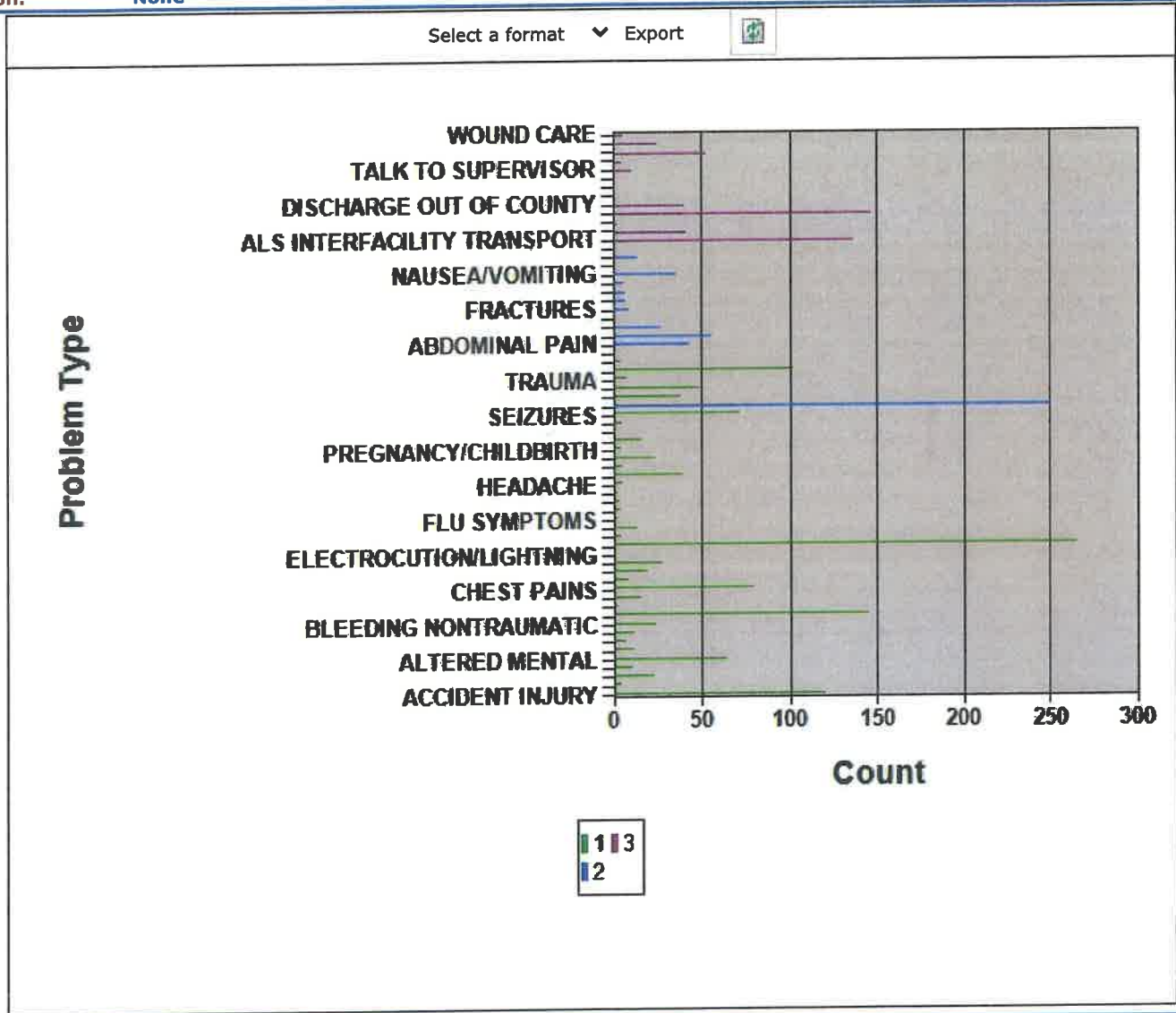
Responded into Summer County	Jan. 2024	Feb. 2024
Robertson	39	37
TOTAL	39	37

Problem Type Summary

1:28 PM 3/4/2024

Data Source: Data Warehouse

Agency:	EMS
Division:	DAVIDSON COUNTY EMS, PERSONNEL EMS, ROBERTSON COUNTY EMS, SUMNER COUNTY EMS
Day Range:	Date From 2/1/2024 To 2/29/2024
Exclusion:	None



Priority	Description
1	1
2	2
3	3

Problem Type	Priority			Total
	1	2	3	
Unknown	0	0	0	0
ABDOMINAL PAIN	0	43	0	43
ACCIDENT INJURY	120	0	0	120
ACCIDENT INJURY HIT/RUN	4	0	0	4
ACCIDENT SERIOUS INCIDENT	23	0	0	23
ACTIVE SHOOTER	0	0	0	0
ADMINISTRATIVE INVESTIGATION	0	0	0	0
AIRCRAFT EMERGENCY	0	0	0	0
ALARM MEDICAL	0	56	0	56
ALLERGIC REACTION	11	0	0	11

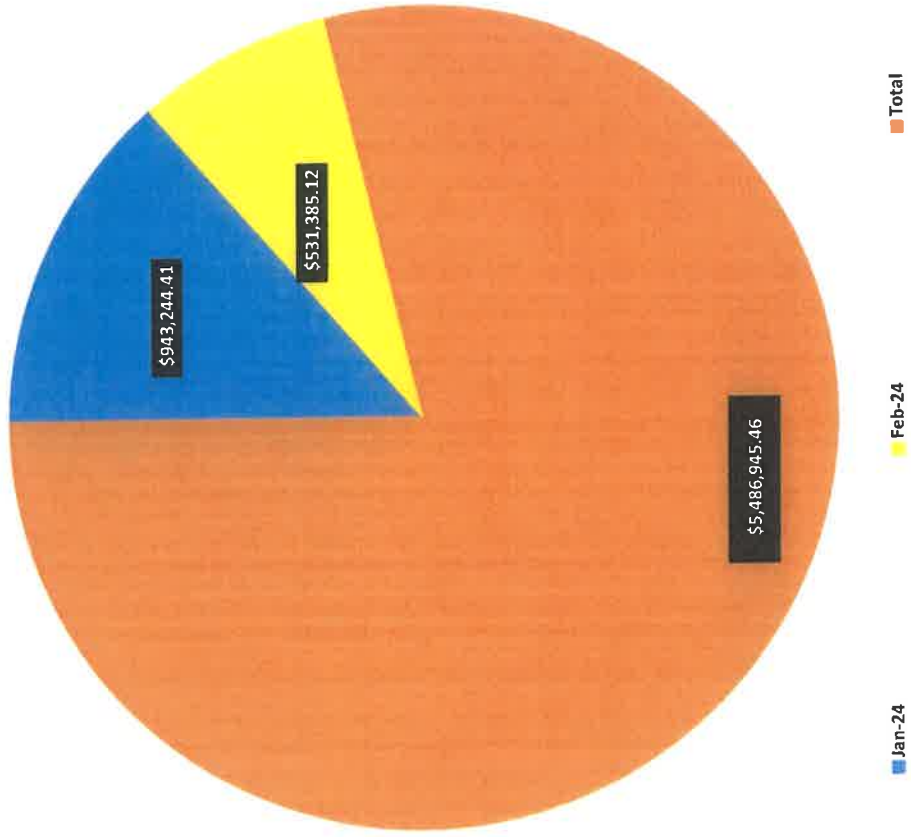
ALS INTERFACILITY TRANSPORT	0	0	136	136
ALTERED MENTAL	64	0	0	64
ANIMAL BITE	12	0	0	12
ASSAULT	7	0	0	7
ASSIST OTHER AGENCY - EMA	12	0	0	12
BACK PAIN	0	27	0	27
BLEEDING NONTRAUMATIC	24	0	0	24
BLS INTERFACILITY TRANSPORT	0	0	41	41
BLS TRANSPORT	0	0	2	2
BREATHING DIFFICULTY	145	0	0	145
BURNS	0	0	0	0
CARBON MONOX/INHALATION/HAZMAT	2	0	0	2
CARDIAC ARREST	16	0	0	16
CHEST INJURY	0	0	0	0
CHEST PAINS	79	0	0	79
CHOKING	9	0	0	9
COLD INJURY	0	0	0	0
DECEASED	19	0	0	19
DIABETIC	28	0	0	28
DIALYSIS IN COUNTY	0	0	0	0
DIALYSIS OUT OF COUNTY	0	0	0	0
DISCHARGE IN COUNTY	0	0	147	147
DISCHARGE OUT OF COUNTY	0	0	40	40
DRILL	0	0	1	1
DROWNING/NEAR-DROWNING	0	0	0	0
ELECTROCUTION/LIGHTNING	1	0	0	1
EYE PROBLEMS/INJURY	0	1	0	1
FALLS	266	0	0	266
FIRE COMMERCIAL	4	0	0	4
FIRE RESIDENTIAL	14	0	0	14
FIRE STRUCTURE	0	0	0	0
FIRE VEHICLE	0	0	0	0
FLU SYMPTOMS	2	0	0	2
FRACTURES	0	9	0	9
GAS LEAK	0	0	0	0
GI BLEED	0	7	0	7
GUNSHOT WOUND	4	0	0	4
HANGING	0	0	0	0
HAZMAT	3	0	0	3
HEAD/NECK INJURIES	2	0	0	2
HEADACHE	5	0	0	5
HEART PROBLEMS	39	0	0	39
HEAT PROBLEMS	0	0	0	0
LACERATION	0	7	0	7
LOCKOUT URGENT	0	6	0	6
NAUSEA/VOMITING	0	36	0	36
NONSPECIFIC MEDICAL	5	0	0	5
OUTPATIENT ADMIT IN COUNTY	0	0	0	0
OUTPATIENT ADMIT OUT OF COUNTY	0	0	0	0
OVERDOSE	24	0	0	24
POISONING	0	0	0	0
PREGNANCY/CHILDBIRTH	4	0	0	4
PSYCHIATRIC	17	0	0	17
RESCUE	0	0	0	0
RESCUE ANGLE HIGH-LOW	1	0	0	1
RESCUE SWIFT WATER	0	0	0	0
RESCUE TRENCH	0	0	0	0
RESPIRATORY/BREATHING PROBLEMS	5	0	0	5
SEIZURES	72	0	0	72
SEXUAL ASSAULT	0	1	0	1
SICK/GENERAL WEAKNESS	2	251	0	253
SPECIAL ASSIGNMENT	0	0	1	1
SPECIAL ASSIGNMENT - COMMUNITY	0	0	1	1
STABBING	0	0	0	0
STROKE/CVA	38	0	0	38

SUICIDAL SUBJECT	49	0	0	49
TALK TO SUPERVISOR	0	0	11	11
TEST CALL	0	0	5	5
TRAIN DERAILMENT	0	0	0	0
TRAUMA	8	0	0	8
UNKNOWN MEDICAL	0	14	0	14
UNRESPONSIVE/SYNCOPE	102	0	0	102
VENT TRANSPORT	4	0	0	4
WAIT AND RETURN IN COUNTY	0	0	53	53
WAIT AND RETURN OUT OF COUNTY	0	0	25	25
WATER EMERGENCY	1	0	0	1
WEATHER RELATED ISSUES	0	0	0	0
WOUND CARE	0	0	6	6
ZASSIST LAW	0	1	0	1
Total	1247	459	469	2175

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FY2023-24 EMS Revenue



Charge Type Detail Report (Trip Date)
 Start Date: 2024-02-01 End Date: 2024-02-29

	<u>Count</u>	<u>Dollars</u>
Sumner County EMS		
ALS Base Rates		
A2 Comprehen Transport - SUMN	33	\$ 40,095.00
ALS Emerg Transport - SUMN	643	\$ 694,440.00
ALS NonEmerg Transport - SUMN	18	\$ 17,010.00
Facility ALS Emerg - SUMN	11	\$ 5,240.73
Facility ALS NonEmerg - SUMN	71	\$ 21,363.90
Facility SCT - SUMN	2	\$ 1,629.90
Specialty Care Transport- SUMN	2	\$ 2,970.00
Totals For Type: ALS Base Rates	780	\$ 782,749.53
BLS Base Rates		
BLS Emerg Transport - SUMN	325	\$ 285,350.00
BLS NonEmerg Transport - SUMN	220	\$ 148,500.00
Facility BLS NonEmerg - SUMN	26	\$ 6,519.50
Totals For Type: BLS Base Rates	571	\$ 440,369.50
Mileage		
Facility Mileage - SUMN	1,479	\$ 12,879.48
Mileage - SUMN	12,198	\$ 214,067.88
Totals For Type: Mileage	13,676	\$ 226,947.36
Other Charges		
ALS Disp Supplies - SUMN	193	\$ 27,985.00
BLS Disp Supplies - SUMN	102	\$ 9,690.00
DOA Transport - SUMN	4	\$ 2,620.00
Totals For Type: Other Charges	299	\$ 40,295.00
Totals For Company: Sumner County EMS	15,326	\$ 1,490,361.39
Report Totals:	15,326	\$ 1,490,361.39

Charge Type Detail Report (Trip Date)
 Start Date: 2023-08-01 End Date: 2024-02-29

	<u>Count</u>	<u>Dollars</u>
Sumner County EMS		
ALS Base Rates		
A2 Comprehen Transport - SUMN	236	\$ 286,740.00
ALS Emerg Transport - SUMN	5,543	\$ 5,986,440.00
ALS NonEmerg Transport - SUMN	86	\$ 81,270.00
Facility ALS Emerg - SUMN	69	\$ 32,873.67
Facility ALS NonEmerg - SUMN	647	\$ 194,682.30
Facility ALS2 - SUMN	2	\$ 1,379.14
Facility SCT - SUMN	10	\$ 8,149.50
Specialty Care Transport- SUMN	22	\$ 32,670.00
Totals For Type: ALS Base Rates	6,615	\$ 6,624,204.61
BLS Base Rates		
BLS Emerg Transport - SUMN	2,724	\$ 2,391,672.00
BLS NonEmerg Transport - SUMN	1,744	\$ 1,177,200.00
Facility BLS Emerg - SUMN	2	\$ 802.42
Facility BLS NonEmerg - SUMN	252	\$ 63,189.00
Totals For Type: BLS Base Rates	4,722	\$ 3,632,863.42
Mileage		
Facility Mileage - SUMN	13,816	\$ 120,584.05
Mileage - SUMN	98,921	\$ 1,736,057.31
Totals For Type: Mileage	112,737	\$ 1,856,641.36
Other Charges		
ALS Disp Supplies - SUMN	1,657	\$ 240,265.00
BLS Disp Supplies - SUMN	675	\$ 64,125.00
DOA Transport - SUMN	9	\$ 5,895.00
Treatment, No Transport - SUMN	7	\$ 1,575.00
Totals For Type: Other Charges	2,348	\$ 311,860.00
Totals For Company: Sumner County EMS	126,422	\$ 12,425,569.39
Report Totals:	126,422	\$ 12,425,569.39

Credit As Type Summary Report (Deposit Date)

Start Date: 2024-02-01 End Date: 2024-02-29

Sumner County EMS

<u>Credit Type/Credit Code</u>	<u>Count</u>	<u>Dollars</u>
Payments		
Interest Payment (+)	8	-\$ 3.44
Payment - Attorney	2	\$ 1,819.39
Payment - Credit Card	123	\$ 23,373.91
Payment - Facility	17	\$ 6,105.77
Payment - GEMT Program	1	\$ 0.00
Payment - Insurance	1,180	\$ 347,971.36
Payment - Insurance - CC	4	\$ 1,652.18
Payment - Liability/Attorney	17	\$ 16,221.22
Payment - Medicaid	28	\$ 1,009.79
Payment - Medicare	354	\$ 118,699.68
Payment - Patient	284	\$ 51,387.66
Payment - Patient - ACH	60	\$ 7,120.35
Payment - RR Medicare	4	\$ 326.00
Payment - Transfer	3	-\$ 0.00
Recoupment (-)	33	-\$ 19,240.03
Totals For Type	2,118	\$ 556,443.84
Company Totals	2,118	\$ 556,443.84
Grand Totals	2,118	\$ 556,443.84

Credit As Type Summary Report (Deposit Date)
 Start Date: 2023-08-01 End Date: 2024-02-29

Sumner County EMS

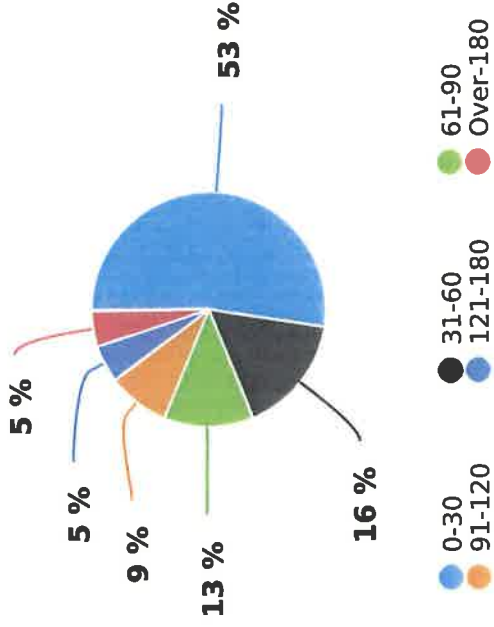
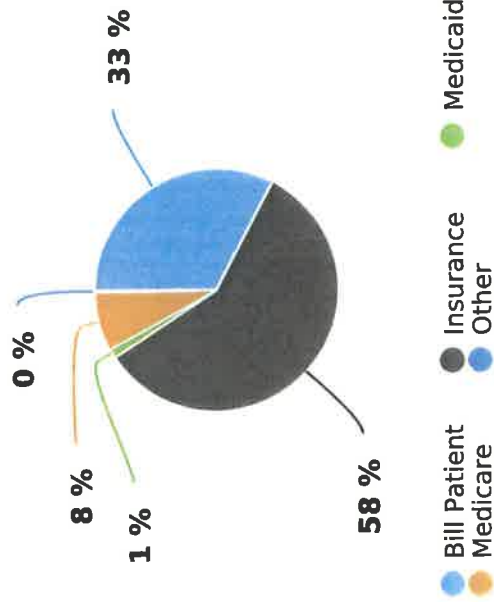
<u>Credit Type/Credit Code</u>	<u>Count</u>	<u>Dollars</u>
Payments		
Interest Payment (+)	122	\$ 572.78
Payment - Attorney	17	\$ 8,540.02
Payment - Collection Agency	195	\$ 35,338.15
Payment - Credit Card	581	\$ 179,789.35
Payment - Facility	1,285	\$ 473,358.13
Payment - Facility - CC/ACH	1	\$ 0.00
Payment - Forwarded to GEAR	1	\$ 0.00
Payment - GEMT Program	2	\$ 0.00
Payment - Insurance	9,049	\$ 3,314,934.60
Payment - Insurance - CC	15	\$ 8,110.45
Payment - Liability/Attorney	105	\$ 88,569.57
Payment - Medicaid	728	\$ 10,318.08
Payment - Medicare	2,563	\$ 880,165.99
Payment - Patient	1,187	\$ 301,307.23
Payment - Patient - ACH	205	\$ 50,500.71
Payment - RR Medicare	15	\$ 3,641.90
Payment - Transfer	43	-\$ 3.40
Recoupment (-)	316	-\$ 134,268.57
Return Check	1	-\$ 270.00
Totals For Type	16,431	\$ 5,220,604.99
Company Totals	16,431	\$ 5,220,604.99
Grand Totals	16,431	\$ 5,220,604.99

Aging Report

Account Receivables Aging by Current Payor Report (Aging Date Based)

Sumner County EMS

Current Payor	Current	31-60	61-90	91-120	121-180	Over 180	Total
Bill Patient	343,525.73	335,065.25	271,719.04	242,144.97	177,819.85	186,649.17	1,556,924.01
Insurance	1,785,343.61	412,058.71	298,445.54	161,086.15	68,799.38	47,807.64	2,773,541.03
Medicaid	24,489.82	13,568.67	16,132.73	2,967.86	-119.15	-201.87	56,838.06
Medicare	348,731.56	18,078.19	9,965.62	1,849.64	-397.44	1,348.13	379,575.70
Other	2,846.34	0.00	0.00	0.00	0.00	0.00	2,846.34
Total	2,504,937.06	778,770.82	596,262.93	408,048.62	246,102.64	235,603.07	4,769,725.14



Subject: Fwd: [EXTERNAL]EMS Staffing
Date: Thursday, February 29, 2024 at 1:15:33 PM Central Standard Time
From: Steven Weiner
To: Michelle Oswald
Attachments: SKM_C300i24022910030.pdf

Michelle:

Please print off a dozen copies of the email and attachment for Monday's meeting. Please staple the attachment to the email.

Thanks,

-Steve

Get [Outlook for iOS](#)

From: Darrell Rogers <darrell.rogers@sumnercountytn.gov>
Sent: Thursday, February 29, 2024 10:30:53 AM
To: Steven Weiner <sweiner@sumnercountytn.gov>
Subject: Fw: [EXTERNAL]EMS Staffing

Just rec'd this.

Darrell

From: John M. Poss
Sent: Thursday, February 29, 2024 10:09 AM
To: Darrell Rogers
Cc: John C. Isbell; Matthew Shoaf; David Lawing; Jay Austin
Subject: [EXTERNAL]EMS Staffing

Chairman Rogers,

EMS agencies across the country are experiencing a staffing crisis, mainly, due to a lack of interest in the field. In July of this year, we were near being a fully staffed department. As surrounding agencies' budgets were approved, later in the year, Sumner EMS fell behind the market with our compensation plan.

I have attached a summary of surrounding agencies' starting pay to give you a comparison of where Sumner County stands in the local market. You will notice most agencies have increased their compensation or put in place alternative scheduling to reduce the hours required in order to earn the yearly compensation.

Our goal was to wait until the FY25 budget to bring an adjustment to the county commission. Unfortunately, the Nashville Fire Department (NFD) has recently received

funding to add approximately 60 new EMS positions. NFD's next hire will be in the middle of March and I am receiving resignations of EMS personnel who have been hired by the NFD. NFD plans to hire approximately 20 FTE per month over the next three months. Our personnel cite better pay, benefits and less hours worked as the reason to leave Sumner EMS for the NFD and other surrounding agencies.

At this time, we are looking to be short staffed by nine full-time AEMT's/Paramedics within the next month. This, combined with having three other FTE on FMLA/injury leave will leave the service in a critical staffing crisis.

In January/February of this year Sumner EMS posted a job offering. We received a very limited response and were only able to obtain three FTE. Several other personnel requested to join our team on a part-time basis, but could not commit to a full-time position due to better compensation/benefit plans elsewhere.

I ask that the HEMS committee send a positive recommendation to the Budget committee for an EMS market adjustment as soon as possible.

Sincerely,

John Michael Poss, EMT-P

Chief

Sumner County EMS

255 Airport Road

Gallatin, TN 37066

(615)451-0429 ext.123

*** This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email ***

County	Reg Hours	OT Hours	Total Hours Worked	Medic Annual Salary	AEMT Annual Salary
Nashville Fire	2184	0	2184	\$77,072.00	\$63,506.00
Montgomery	2088	840	2928	\$73,413.20	\$57,915.60
Robertson	2088	840	2928	\$73,216.00	\$58,240.00
Wilson	2088	840	2928	\$73,903.68	\$59,849.76
Sumner	2088	840	2928	\$65,240.29	\$54,532.64
Cheatham	2088	208	2296	\$58,311.00	\$52,796.00
Rutherford	2088	102	2190	\$59,926.00	\$46,269.00
Williamson	2088	102	2190	\$58-81k	\$43-68k

**MINUTES
LEGISLATIVE COMMITTEE
JEREMY MANSFIELD, CHAIRMAN
MARCH 11, 2024**

Present:

Jeremy Mansfield, Chairman

David Klein, Vice-Chairman

Robert B. Brown III

Darrell Rogers

Matthew Shoaf

Jamie Teachenor

Absent:

Merrol N. Hyde, Commission Chairman

Also Present:

John Isbell, County Mayor

Eric Sitler, Law Director

Steve Weiner, Staff Attorney

Jennifer Mitchell, minute taker

Chairman Mansfield brought the regular scheduled Legislative Committee meeting to order with an invocation by Comm. Klein on Monday, March 11, 2024, at 6:30 p.m. Chairman Mansfield declared a quorum present to conduct business.

3. Approval of Agenda.

Comm. Rogers requested to add 4-H certificate of recognition to the agenda.

Without objection, Chairman Mansfield removed items 11b and 11c and refer back to planning.

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

4. Approval of minutes of February 12, 2024. Upon motion of Comm. Shoaf, seconded by Comm. Klein, the Committee voted to approve the minutes of February 12, 2024. Comm. Teachenor abstained from the vote.

5. Recognition of the Public.

Alycia Neighbours of 1105 Longview Drive, Director of the Hendersonville Public Library spoke to the contract between the City of Hendersonville and Sumner County. She explained maintenance needs for the Hendersonville Library and the difficulty in getting repairs handled by the city and the need to know who is responsible for handling the repairs.

Tim Jones, 112 Georgetown Drive, Hendersonville, County Commissioner spoke to the William and Marth Brown Park and stated the MOU conflicts with the resolution and the law.

Joey Rollins of 360 Freeland Road, Portland left early and did not speak.

6. Report of the Chairman. No report

7. Report of County Mayor. No report

8. Old Business.

- a. Discussion – Resolution 1504-02 clarifying Ownership, Routine Maintenance, Support Service, and Funding for the Hendersonville Library.

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

Law Director Eric Sitler addressed the email he received from the Hendersonville City Attorney with a conditional offer to surrender the property. The ask is for the County to increase operational hours to 48 by January 2025. Email is attached.

After discussion, Comm. Shoaf moved, seconded by Comm. Klein, to defer until next budget cycle.

After further discussion, Chairman Mansfield moved, seconded by Comm. Rogers, to amend to counter to City of Hendersonville to hand property over to County.

Comm. Shoaf moved, seconded by Comm. Teachenor, to amend the amendment to counter to City of Hendersonville with no stipulations but will consider offer during next budget cycle. The motion carried unanimously.

- b. Discussion: County Parks and Recreation Board.

Without objection, Chairman Mansfield asked to keep on old business for next month.

- c. Docketing: Circuit Court Clerk Personnel Policies.

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

Law Director Eric Sitler noted no action needed, docketing purposes only.

d. Executive Session Discussion for Election Commission Case.

Comm. Shoaf moved, seconded by Comm. Teachenor, to enter executive session. The motion carried unanimously.

The Committee entered Executive Session at 7:08 p.m. The meeting was reconvened at 7:16 p.m.

Comm. Teachenor moved, seconded by Comm. Shoaf, to adopt Law Director Eric Sitler's recommendation for case. The motion carried unanimously.

9. New Business.

a. Veterans' Service Report and Presentation.

Jeff Oakey, Veteran Services Director gave a brief overview of office activity.

b. Law Director Contract.

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

Law Director Eric Sitler explained this is to remove item six, disability insurance, from his contract and add to his pay either spread out or a lump sum.

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

c. Bond Approval for Finance Director.

Comm. Shoaf moved, seconded by Comm. Brown, to approve. The motion carried unanimously.

d. Docketing: Judicial Commissioner Annual Report.

Docketing purposes only; no action.

e. Adoption of the County Employees General Personnel Policies and Procedures, including Amendments 1 and 2 for General Sessions II/Juvenile Court and no longer use Juvenile Court Policies and Procedures.

Comm. Brown moved, seconded by Comm. Klein, to approve. The motion carried unanimously.

f. Resolution Directing Trustees of the William and Martha Brown Technology Trust to Transfer Funds to Sumner County for the Purposes of Establishing the William and Martha Brown Park.

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

After lengthy discussion, Comm. Shoaf moved, seconded by Comm. Teachenor, to approve as written. Comm. Teachenor withdrew his second. Comm. Klein then seconded the motion.

Comm. Rogers moved, seconded by Comm. Shoaf, to call for question. The motion carried (4-2-0). Comm. Klein and Comm. Teachenor voted against.

The Committee voted to approve the resolution as written 4-2-0). Comm. Brown and Chairman Mansfield voted against.

g. 5-Year Reappraisal Plan.

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

After discussion, Comm. Shoaf moved, seconded by Comm. Teachenor, to defer until April and request briefing by CTAS. Comm. Teachenor withdrew his second. Comm. Brown then seconded the motion. The Committee voted (5-1-0), Chairman Mansfield voted against.

10. Commission Recognition.

a. 4-H Recognition.

11. Zoning.

a. LEWIS HEAD Commercial Plaza PUD – MAJOR PLAN AMENDMENT #1 – Lewis Head, represented by 615 Design Group – 4th Commission Voting District (Dillon Lamberth) – Applicant is seeking a major Plan Amendment of an existing PUD, for the purpose of modifying proposed building layout and adding additional property to the development by rezoning. Proposed uses comply with existing entitlements. Subject property is located at 135 & 139 W. Roberts Road, Portland, TN 37148, is Tax Map 072, Parcel 035.05 & 035.06, contains 10.09 acres and is zoned Planned Unit Development (PUD) and Rural Residential (RR).

The Sumner County Regional Planning Commission forwarded a NEGATIVE recommendation related to this item on November 21, 2023. The item was deferred for 60 days at the applicant's request at the January 2, 2024, Sumner County Board of County Commissioners meeting.

- b. PC Resolution 2024-01: Amending Chapters 3 and 4 of the County Zoning Resolution to create a new Rural Preservation (RP) zoning district, establishing said district's purpose, bulk, yard, and density regulations; amending Chapter 13 of the County Zoning Resolution to establish requirements for nonconforming platted lots; amending Appendix BoF the County Zoning Resolution to make provisions for RP district related to allowable uses, making other minor Revisions to reflect RP district, and amending the County's Official Zoning Map to reflect RP district's boundaries.

The Sumner County Regional Planning Commission forwarded a POSITIVE recommendation related to this item on February 20, 2024. (REFER BAK TO PLANNING)

- c. PC Resolution 2024-02: Amending Chapter 2 and Appendix Bof the County Zoning Resolution related to wind turbine and solar panel farms, data processing facilities, battery, and energy storage products and certain commercial activities; amending Chapter 9 of the County Zoning Resolution related to adequate public facilities for Planned Unit Developments; amending Chapter 1 of the County Zoning Resolution related to retaining walls, plot plan requirements, and accessory dwelling units; and making amendments throughout clarifying recent departmental name changes.

The Sumner County Regional Planning Commission forwarded a POSITIVE recommendation related to this item on February 20, 2024. (REFER BACK TO PLANNING)

- d. HEAVENLY GARAGE DOORS PUD – REZONING – Tim Carnes, 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 warehouse for materials and satellite office for a garage door company. Subject property is located at 1973 Hwy 109N, Gallatin, TN, 37066, is Tax Map 092, Parcel 007.01, contains 6.7 acres and is zoned Rural Residential (RR).

The Sumner County Regional Planning Commissioner forwarded a POSITIVE recommendation related to this item on February 20, 2024.
(First Reading)

- e. 603 OLD HWY 31E – REZONING – David Woodard, property owner – 6th Commission Voting District (David Klein) – Applicant is seeking a rezoning from Rural Residential (RR) to Commercial General (CG). Subject property is located at 603 Old Hwy 31E, Bethpage, TN 37022, is Tax Map 068, Parcels 057.00 and 059.00, contains .312 acres and is zoned Rural Residential (RR).

The Sumner County Regional Planning Commission forwarded a POSITIVE recommendation related to this item on February 20, 2024
(First Reading)

12. Adjournment. Chairman Mansfield declared the meeting adjourned at 8:20 p.m. upon motion of Comm. Shoaf and seconded by Comm. Rogers.

Prepared by Jennifer Mitchell

Subject: Re: [EXTERNAL]Horse Bowl and Hippology
Date: Monday, March 11, 2024 at 8:59:03 AM Central Daylight Time
From: Darrell Rogers
To: Michelle Oswald
CC: Steven Weiner

I would suggest just stating that our 4H team competed in the State Horse Bowl and Hippology contest at Brehm Agriscience Building on February 16-17th at UT Knoxville. The teams placed as follows: Hippology Junior Division-4th place, Horse Bowl Junior Division- Champions, Hippology Jr. High Division-3rd place, Horse Bowl Jr. High Division-3rd place, Hippology Senior Division-Reserve Champions, Horse Bowl Senior Division- Champions.

Senior Division will be representing Tennessee at Nationals in Perry, Georgia at Southern Regionals in August and at Louisville at Eastern Nationals in November.

Then we would need 16 medals for the commission meeting.

Best,

Darrell Rogers

From: Jeremy Mansfield
Sent: Monday, March 11, 2024 8:33 AM
To: Darrell Rogers
Cc: Steven Weiner; Michelle Oswald
Subject: Re: [EXTERNAL]Horse Bowl and Hippology

Thanks, Darrell.

Would you please coordinate with the Law Office directly for any further information that may be necessary or that you would like on the resolution/proclamation, such as specific language, medals, etc.

Jeremy

Jeremy Mansfield
Sumner County Commissioner, District 16
615.815.0250 (mobile)
Email | Facebook | County Commission

On Mar 11, 2024, at 8:22 AM, Darrell Rogers
<darrell.rogers@sumnercountyttn.gov> wrote:

Mr Chairman,

I would like to add these 4Hers to the agenda tonight for recognition. I forgot to add them before the agenda was published.

You will see at the bottom the senior team is going to the Nationals!!

Best,

Darrell Rogers

16 youth attended the State Horse Bowl and Hippology contest at Brehm Agriscience Building on February 16-17th at UT Knoxville.

Hippology Junior Division-4th place:

Leona Stock
Arbor Dunnigan
Libby Nabors
Elizabeth Harper

Horse Bowl Junior Division- Champions:

Leona Stock
Arbor Dunnigan
Elizabeth Harper
Nevalena Preston

Jolee Hamm, Libby Nabors and Zoe Schnug also competed in Horse Bowl.

Hippology Jr. High Division-3rd place:

Manning Miller
Camilla Rausch
Ellie Mae Evitts
Jadynn Slowinski

Horse Bowl Jr. High Division-3rd place:

Manning Miller
Camilla Rausch
Ellie Mae Evitts
Emma Kate Crain

Hippology Senior Division-Reserve Champions:

Mattie Lowery
Abby Rippy

Laila Russell
Annie Sanborn

Horse Bowl Senior Division- Champions:
Mattie Lowery
Abby Rippy
Laila Russell
Annie Sanborn

Senior Division will be representing Tennessee at Nationals in Perry, Georgia at Southern Regionals in August and at Louisville at Eastern Nationals in November.

Let me know if you need any more info for the resolution. Thanks Darrell!

Bridget

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RECOGNITION OF THE PUBLIC
*****SPEAK ONLY TO ITEMS ON THE AGENDA*****

MEETING DATE: _____

	NAME	COMPLETE ADDRESS & TELEPHONE #	AGENDA ITEM
1	Alycia Neighbours	1105 Longview Dr 615.420.0244	Library Maint.
2			
3	Tim Jones	112 Georgetown drive	
4	Jay Rollins	360 Freelond Rd Pafford	
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			

Monday, March 4, 2024 at 10:56:56 Central Standard Time

Subject: [EXTERNAL]Re: Hendersonville Library
Date: Monday, March 4, 2024 at 10:23:57 AM Central Standard Time
From: Lance Wray
To: Eric Sitler
Attachments: Outlook-o3ye0ikr.png

Dear Eric,

I believe (subject to ultimate BOMA approval) the City would be supportive of option 1 - handing over the property to the County upon the commitment of increasing operational hours to 48 by Jan. 2025. The City was also requesting an appointment to the library board but it appears that would not be agreeable and thus the City would concede that point.

Can the 48 hours by Jan. 2025 be agreeable?

Thanks,

Lance



Lance A. Wray
City Attorney
City of Hendersonville, TN
101 Maple Drive N
Hendersonville, TN 37075
615.512.1861

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From: Eric Sitler <esitler@sumnercountyttn.gov>
Sent: Monday, March 4, 2024 9:32 AM
To: Lance Wray <lwray@hvilletn.org>
Subject: Hendersonville Library

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Lance,

The Committee has reviewed the tentative proposal you sent. Basically, the solutions they are willing to

Monday, March 11, 2024 at 10:41:09 Central Daylight Time

Subject: Re: [EXTERNAL]Planning Commission Decision on Final Plat--Liberty Creek Campus
Date: Saturday, March 9, 2024 at 9:09:07 PM Central Standard Time
From: Robert Langford
To: Eric Sitler, David Klein, Tammy Hayes
CC: Josh Suddath, Chrissi Miller, Deborah Holmes, jandjhome@comcast.net, John C. Isbell, Jim Harrison, Brad Snyder, SCS Board Members, Jeremy Johnson, County Commissioners, Steven Weiner, David Lawing
Attachments: image001.png

Mr. Sitler,

A planning commission email regarding the Liberty Creek plat is probably not the most appropriate place for your questions, but I will go ahead and answer them for you again.

1. There is only one park. There is not a separate school board park and county park. The park design was presented to General Ops Committee several months ago, and the plans are in those minutes. You were at the meeting when those plans were shared.
2. Mayor Isbell and I have a fiduciary responsibility as Trustees of the Brown estate to ensure the park is built as intended. We will vote and transfer the \$500,000 at that time.
3. Currently, the school system has the home secured.
4. There is only 1 park. There is an MOU that was passed by both the school board and the county commission. It is part of the minutes of both the county commission and school board. The school board approved it on November 17, 2020. If you cannot find a copy, I'll be happy to send a link.

Once you read the MOU, please feel free to let me know if you have any questions. I believe that will help you understand the arrangements to operate the one park.

Thanks,
Scott

Scott Langford, Ed.D.
Director of Schools
Sumner County Schools

From: Eric Sitler <esitler@sumnercountytn.gov>
Sent: Saturday, March 9, 2024 5:46 PM
To: Robert Langford <robert.langford@sumnerschools.org>; David Klein <david.klein@sumnercountytn.gov>; Tammy Hayes <tammy.hayes@sumnerschools.org>
Cc: Josh Suddath <JSuddath@sumnercountytn.gov>; Chrissi Miller <chrissi.miller@sumnercountytn.gov>; Deborah Holmes <deborah.holmes@sumnercountytn.gov>; jandjhome@comcast.net <jandjhome@comcast.net>; John C. Isbell <johncisbell@sumnercountytn.gov>; Jim Harrison <JimH@csdgtn.com>; Brad Snyder <BradS@csdgtn.com>; SCS Board Members <scs.board@sumnerschools.org>; Jeremy Johnson

<jeremy.johnson@sumnerschools.org>; County Commissioners
<CountyCommissioners@sumnercountytn.gov>; Steven Weiner
<sweiner@sumnercountytn.gov>; David Lawing <DLawing@sumnercountytn.gov>
Subject: Re: [EXTERNAL]Planning Commission Decision on Final Plat--Liberty Creek
Campus

You don't often get email from esitler@sumnercountytn.gov. [Learn why this is important](#)

This brings up some questions/concerns related to the Brown home and the County establishing the park as required in the will.

1. How will the proposed park the School Board is planning effect the County's ability to create a park related to the home?
2. When is the Trust going to remit the \$500,000 plus accrued interest to the County as was supposed to happen at inception of the separate Trust?
3. Who has control of the keys to the home, so the County can gain access to the home and provide maintenance, damage assessment, and security?
4. Are there any prior or current MOU's, contracts or paperwork related to the operation of any parks or the home between the County and the School Board? If so, please provide copies.

Sincerely,

Eric W. Sitler

Law Director

Sumner County, Tennessee
355 North Belvedere Drive, Room 303
Gallatin, TN 37066
(615) 451-6060, x1064

From: Robert Langford <robert.langford@sumnerschools.org>
Date: Friday, March 8, 2024 at 4:43 PM
To: David Klein <david.klein@sumnercountytn.gov>, Tammy Hayes <tammy.hayes@sumnerschools.org>
Cc: Eric Sitler <esitler@sumnercountytn.gov>, Josh Suddath <JSuddath@sumnercountytn.gov>, Chrissi Miller <chrissi.miller@sumnercountytn.gov>, Deborah Holmes <deborah.holmes@sumnercountytn.gov>, "jandjhome@comcast.net" <jandjhome@comcast.net>, "John C. Isbell" <johncisbell@sumnercountytn.gov>, Jim Harrison <JimH@csdgt.com>, Brad Snyder <BradS@csdgt.com>, SCS Board Members <scs.board@sumnerschools.org>, Jeremy Johnson <jeremy.johnson@sumnerschools.org>
Subject: Re: [EXTERNAL]Planning Commission Decision on Final Plat--Liberty Creek
Campus

Mr. Klein,

Thanks so much! I totally understand. I am happy that the engineers have addressed the questions

raised by the planning commission. We want to get the contractor lined up to connect the sewer as quickly as possible.

I appreciate you letting me know.

Thanks,
Scott



Scott Langford, Ed.D.
Director of Schools
Sumner County Schools

From: David Klein <david.klein@sumnercountytn.gov>
Date: Friday, March 8, 2024 at 2:54 PM
To: Robert Langford <robert.langford@sumnerschools.org>, Tammy Hayes <tammy.hayes@sumnerschools.org>
Cc: Eric Sitler <esitler@sumnercountytn.gov>, Josh Suddath <JSuddath@sumnercountytn.gov>, Chrissi Miller <chrissi.miller@sumnercountytn.gov>, Deborah Holmes <deborah.holmes@sumnercountytn.gov>, jandjhome@comcast.net <jandjhome@comcast.net>, John C. Isbell <johncisbell@sumnercountytn.gov>, Jim Harrison <JimH@csdgt.com>, Brad Snyder <BradS@csdgt.com>, SCS Board Members <scs.board@sumnerschools.org>, Jeremy Johnson <jeremy.johnson@sumnerschools.org>
Subject: Re: [EXTERNAL]Planning Commission Decision on Final Plat--Liberty Creek Campus

You don't often get email from david.klein@sumnercountytn.gov. [Learn why this is important](#)

Mr. Langford,

As notice requires seven days, the soonest we could possibly have a "special called meeting" is next Friday (3-15-24). Our next scheduled Planning Commission meeting is Tuesday (3-19-24) which is two business days later.

I had initially thought your engineer was going to have the corrected plat back to us the same week as our last meeting. Had that been the case a special called meeting would have made some sense. As you know, special called meetings are difficult to schedule. Since we are so close in time to our next meeting, we will schedule your "Final Plat" approval for our next scheduled Planning Commission meeting on March