

**Anderson County Board of Commissioners
Purchasing Committee Meeting Minutes
August 12, 2024
4:30 p.m.
Room 312 of the Courthouse**

Members: Phil Yager (Committee Chair), Denise Palmer (Co-Chair), Tyler Mayes, Aaron Wells and Steve Verran.

1. Call to Order

2. Approval of Agenda

Commissioner Mayes made a motion to add the EMS Tuition contracts, the EMS Grant and the legal services requisitions to the agenda as new business items. Commissioner Verran seconded the motion. Motion passed unanimously.

3. Appearance of Citizens

4. Contracts with Legal Review

- A. **State of Tennessee, Department of Health, CARES Act Grant Amendment, Health Department, Contract #23-0108** – Amendment to extend grant expiration date to 12/31/2024.
- B. **Canon, Board of Education, Contract #25-0006**– Five-year copier lease for \$23.50 per month for Anderson County High School Cafeteria. Pricing from State Wide Contract.
- C. **Canon, Board of Education, Contract #25-0007**– Five-year copier lease for \$23.50 per month for Andersonville Elementary School Cafeteria. Pricing from State Wide Contract.
- D. **Canon, Board of Education, Contract #25-0008**– Five-year copier lease for \$23.50 per month for Claxton Elementary School Cafeteria. Pricing from State Wide Contract.
- E. **Canon, Board of Education, Contract #25-0009**– Five-year copier lease for \$23.50 per month for Fairview Elementary School Cafeteria. Pricing from State Wide Contract.
- F. **Canon, Board of Education, Contract #25-0010**– Five-year copier lease for \$23.50 per month for Grand Oaks Elementary School Cafeteria. Pricing from State Wide Contract.
- G. **Canon, Board of Education, Contract #25-0011**– Five-year copier lease for \$23.50 per month for Lake City Elementary School Cafeteria. Pricing from State Wide Contract.
- H. **Canon, Board of Education, Contract #25-0012**– Five-year copier lease for \$23.50 per month for Lake City Middle School Cafeteria. Pricing from State Wide Contract.
- I. **Canon, Board of Education, Contract #25-0013**– Five-year copier lease for \$23.50 per month for Norris Elementary School Cafeteria. Pricing from State Wide Contract.
- J. **Canon, Board of Education, Contract #25-0014**– Five-year copier lease for \$23.50 per month for Norwood Middle School Cafeteria. Pricing from State Wide Contract.

Commissioner Mayes made a motion to approve as a group and to forward to County Commission with a recommendation for approval. Commissioner Verran seconded the motion. Motion passed unanimously.

5. Contracts Pending Legal Review

- A. **Andrew Lang, EMS, Contract #25-0021** – Agreement to provide EMS employee tuition in the amount of \$13,500 for the Paramedic State EMS Course with the conditions that the employee passes the course, and remains employed full-time with EMS for three years after obtaining license.
- B. **Mark Brown, EMS, Contract #25-0022** – Agreement to provide EMS employee tuition in the amount of \$1,500 for the Critical Care Course with the conditions that the employee passes the course and remains employed full-time with EMS for one-year after obtaining license.
- C. **Scott Prosis, EMS, Contract #25-0023** – Agreement to provide EMS employee tuition in the amount of \$1,500 for the Critical Care Course with the conditions that the employee passes the course and remains employed full-time with EMS for one-year after obtaining license.
- D. **Canon, Board of Education, Contract #25-0025**– Five-year copier lease for \$39.08 per month for the School Nutrition Office. Pricing from State Wide Contract.
- E. **Language Line, Family Justice Center, Contract #25-0026** – Three-year contract for translation services.
- F. **Canon, Norris Library, Contract #25-0027**– Five-year copier lease for \$37.76 per month. Pricing from State Wide Contract.
- G. **Turf Tank, BOE, Contract #24-0029** – Three-year lease of Turf Painting Robot for \$7,500 per year.
- H. **Canon, Elections, Contract #24-0030** – Five-year copier lease for \$68.85 per month. Pricing from State Wide Contract.
- I. **State of Tennessee, Office of Criminal Justice Programs, Mayor, Contract #23-0124** – Amendment to the three-year grant for a domestic violence court coordinator. Grant is \$67,000 per year to include salary and benefits.

Commissioner Mayes made a motion to approve items A – H as a group and to forward to County Commission with a recommendation for approval. Commissioner Verran seconded the motion. Motion passed unanimously.

Commissioner Wells made a motion to deny item I. Commissioner Verran seconded the motion. Motion passed unanimously.

6. Unfinished Business

7. New Business

- A. **Grace Hayden, EMS, Contract #25-0036** – Agreement to provide EMS employee the \$5,000 EMT Course with the conditions that the employee passes the course, and remains employed full-time with EMS for two years after obtaining license.
- B. **Misty Green, EMS, Contract #25-0036** – Agreement to provide EMS employee the \$5,000 EMT Course with the conditions that the employee passes the course, and remains employed full-time with EMS for two years after obtaining license.
- C. **Hayley Chandler, EMS, Contract #25-0036** – Agreement to provide EMS employee the \$5,000 EMT Course with the conditions that the employee passes the course, and remains employed full-time with EMS for two years after obtaining license.
- D. **Chloe Seiber, EMS, Contract #25-0036** – Agreement to provide EMS employee the \$5,000 EMT Course with the conditions that the employee passes the course, and remains employed full-time with EMS for two years after obtaining license.
- E. **Katelyn Claxton, EMS, Contract #25-0036** – Agreement to provide EMS employee the \$5,000 EMT Course with the conditions that the employee passes the course, and remains employed full-time with EMS for two years after obtaining license.
- F. **Dylan Fisher, EMS, Contract #25-0036** – Agreement to provide EMS employee the \$5,000 EMT Course with the conditions that the employee passes the course, and remains employed full-time with EMS for two years after obtaining license.
- G. **State of Tennessee, Department of Health, EMS, Contract #25-0031** – Grant in the amount of \$134,180.10 for essential equipment.
- H. **Requisition to establish a 90-day agreement with James Brooks for Legal Services as approved by the Legal Services Advisory Committee.**

Commissioner Mayes made a motion to approve items A – G as a group and to forward to County Commission with a recommendation for approval. Commissioner Verran seconded the motion. Motion passed unanimously.

Commissioner Mayes made a motion to approve item H and to forward to County Commission with a recommendation for approval. Commissioner Palmer seconded the motion. Motion passed unanimously.

25. 0021

Anderson County Government Employee Paramedic School Tuition Agreement

This Tuition Agreement is made on 19 July, 2024 by and between, **Andrew Lang** (Employee) and Anderson County Emergency Medical Services (ACEMS).

Whereas **Andrew Lang** is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee is attending the Paramedic program at Roane State Community College (RSCC), beginning on or about August, 2024 and ending on or about August, 2025.

Witnesseth:

Section 1: Tuition Payment. ACEMS agrees to pay RSCC directly for the course cost, including fees and books in the amount of no more than \$13,500, as long as the Employee is actively full-time employed by ACEMS, AND, the employee and ACEMS agree to continue full-time employment for a period no less than three (3) years after obtaining of paramedic State EMS License. (ACEMS will not pay for testing fees, which are considered a separate cost from the school requirements). Should the employee leave in the first year of the agreement, the employee will be required to repay the whole amount. Should the employee leave in the second year of the agreement they will pay back two-thirds of the reimbursement amount. Should the employee leave in the final year of the agreement they will pay back one-thirds of the reimbursement amount. All amounts Employee owes to the ACEMS shall be repaid by the Employee to the ACEMS within 12 months of the Employee's last day of full-time employment.

Section 2: Repayment Event. Upon the occurrence of any of the following events ("Repayment Event"):

- a. Employment of the Employee at ACEMS terminates prior to the completion of the Program for any reason whatsoever, including resignation by Employee, or dismissal by Employer with or without cause; but excluding layoffs due to staff downsizing.
- b. Employment of the Employee at ACEMS terminates prior to the completion of the three years after obtaining of paramedic State EMS License.
- c. Failure to complete/pass the paramedic program.
- d. Failure to obtain state paramedic license, once all testing opportunities have been exhausted.

Section 3: Set-Off. The Employee authorizes and directs ACEMS to set-off any and all amounts owing to ACEMS under this Agreement against any amount owing ACEMS to the Employee, including but not limited to salary, wages, vacation pay, etc.

Section 4: Indemnity. The Employee hereby indemnifies and saves harmless ACEMS from and against any and all suits, claims, actions, damages and other losses which ACEMS suffers or incurs as a result of any governmental taxing authority assessing the reimbursement of the Tuition Payments hereunder as a benefit to the Employee.

Section 5: Release. Employee hereby agrees to release and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Employee's services under this Agreement.

Section 6: Default. In the event of default by the Employee hereto, the County may bring suit against the Employee to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

Section 7: No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by all the parties.

Section 8: Waiver. A failure of any Party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Section 9: Entire Agreement. This Agreement sets forth the entire understanding of the Parties as to the subject matter and may not be modified except in a writing executed by all Parties.

Section 10: Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

Section 11: Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

Section 12: Multiple Counterparts; Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the Parties.

Section 13: Jurisdiction. Each Party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Section 14: Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and upon their respective successors, heirs, or assigns.

Section 15: Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

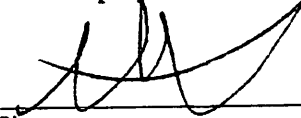
Section 16: Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the Parties.

Section 17: Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Section 18: Assignment. This Agreement is not assignable.

Section 19: Further Documentation. The Parties agree for themselves to execute any and all instruments in writing, which are or may become necessary or proper to carry out the employment relationship, purpose and intent of this Agreement.

For Employee:



Signature

Andrew William Lang

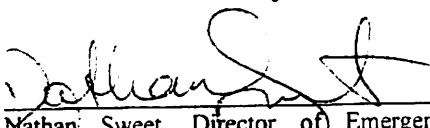
Print Full Name

Date: 07/22/24

Address: 730 Seunee St

Harriman, TN, 37748

For Anderson County:



Nathan Sweet, Director of Emergency
Medical Services

Date: 7/19/24

Approved as to Form:

County Law Director

25-0022

Anderson County Government Employee Critical Care Paramedic School Tuition Agreement

This Agreement is made on 7/24/24 by and between, **Mark Brown** (Employee) and Anderson County Emergency Medical Services (ACEMS).

Whereas Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee is attending the critical care program at Roane State Community College (RSCC), beginning on or about **October, 2024** and ending on or about **November, 2024**.

Witnesseth:

Section 1: Tuition Payment. ACEMS agrees to pay RSCC directly for the course cost, including fees and books in the amount of no more than \$1,500, as long as the Employee is actively full-time employed by ACEMS, AND, the employee and ACEMS agree to continue full-time employment for a period no less than one (1) year after obtaining of Critical Care Paramedic State EMS License. (ACEMS will not pay for testing fees, which are considered a separate cost from the school requirements). Should the employee leave during the period of the agreement, the employee will be required to repay the whole amount paid by ACEMS to RSCC.

Section 2: Repayment Event. Upon the occurrence of any of the following events ("Repayment Event"):

- a. Employment of the Employee at ACEMS terminates prior to the completion of the Program for any reason whatsoever, including resignation by Employee, or dismissal by Employer with cause; but excluding layoffs due to staff downsizing.
- b. Employment of the Employee at ACEMS terminates prior to the completion of the year after obtaining of Critical Care Paramedic State EMS License.
- c. Failure to complete/pass the Critical Care Paramedic program.
- d. Failure to obtain state Critical Care Paramedic license, once all testing opportunities have been exhausted.

Section 3: Set-Off. The Employee authorizes and directs ACEMS to set-off any and all amounts owing to ACEMS under this Agreement against any amount owing ACEMS to the Employee, including but not limited to salary, wages, vacation pay, etc.

Section 4: Indemnity. The Employee hereby indemnifies and saves harmless ACEMS from and against any and all suits, claims, actions, damages and other losses which ACEMS suffers or incurs as a result of any governmental taxing authority

assessing the reimbursement of the Tuition Payments hereunder as a benefit to the Employee.

Section 8: Release. Employee hereby agrees to release and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Employee's services under this Agreement.

Section 9: Default. In the event of default by the Employee hereto, the County may bring suit against the Employee to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

Section 10: No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by all the parties.

Section 11: Waiver. A failure of any Party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Section 12: Entire Agreement. This Agreement sets forth the entire understanding of the Parties as to the subject matter and may not be modified except in a writing executed by all Parties.

Section 13: Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

Section 15: Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

Section 16: Multiple Counterparts; Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the Parties.

Section 17: Jurisdiction. Each Party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

25. 0022

Section 18: Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and upon their respective successors, heirs, or assigns.

Section 19: Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.


Section 20: Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the Parties.

Section 21: Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Section 22: Assignment. This Agreement is not assignable.

Section 23: Further Documentation. The Parties agree for themselves to execute any and all instruments in writing, which are or may become necessary or proper to carry out the employment relationship, purpose and intent of this Agreement.

For Employee:



Signature

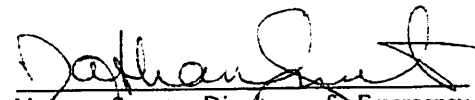
MARK Brown

Print Full Name

Date: 7/24/24

Address: 7601 SaddleBrooke Dr
Knoxville TN 37938

For Anderson County:



Nathan Sweet, Director of Emergency
Medical Services

Date: 7/24/24

Approved as to Form:

County Law Director

Anderson County Government Employee Critical Care Paramedic School Tuition Agreement

This Agreement is made on July 26, 2024 by and between,
Scott Prosser (Employee) and Anderson County Emergency Medical Services
(ACEMS).

Whereas Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee is attending the critical care program at Roane State Community College (RSCC), beginning on or about Oct 1, 2024 and ending on or about Nov 30, 2024.

Witnesseth:

Section 1: Tuition Payment. ACEMS agrees to pay RSCC directly for the course cost, including fees and books in the amount of no more than \$1,500, as long as the Employee is actively full-time employed by ACEMS, AND, the employee and ACEMS agree to continue full-time employment for a period no less than one (1) year after obtaining of Critical Care Paramedic State EMS License. (ACEMS will not pay for testing fees, which are considered a separate cost from the school requirements). Should the employee leave during the period of the agreement, the employee will be required to repay the whole amount paid by ACEMS to RSCC.

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- a. Employment of the Employee at ACEMS terminates prior to the completion of the Program for any reason whatsoever, including resignation by Employee, or dismissal by Employer with cause; but excluding layoffs due to staff downsizing.
- b. Employment of the Employee at ACEMS terminates prior to the completion of the year after obtaining of Critical Care Paramedic State EMS License.
- c. Failure to complete/pass the Critical Care Paramedic program.
- d. Failure to obtain state Critical Care Paramedic license, once all testing opportunities have been exhausted.

Section 3: Set-Off. The Employee authorizes and directs ACEMS to set-off any and all amounts owing to ACEMS under this Agreement against any amount owing ACEMS to the Employee, including but not limited to salary, wages, vacation pay, etc.

Section 4: Indemnity. The Employee hereby indemnifies and saves harmless ACEMS from and against any and all suits, claims, actions, damages and other losses which ACEMS suffers or incurs as a result of any governmental taxing authority

assessing the reimbursement of the Tuition Payments hereunder as a benefit to the Employee.

Section 8: Release. Employee hereby agrees to release and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Employee's services under this Agreement.

Section 9: Default. In the event of default by the Employee hereto, the County may bring suit against the Employee to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

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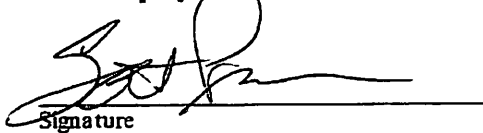
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Section 22: Assignment. This Agreement is not assignable.

Section 23: Further Documentation. The Parties agree for themselves to execute any and all instruments in writing, which are or may become necessary or proper to carry out the employment relationship, purpose and intent of this Agreement.

For Employee:

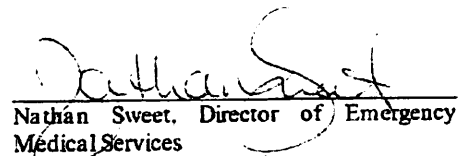

Signature

Scott Prosis
Print Full Name

Date: 7/26/2024

Address: 130 Carrier LN
Clinton TN 37716

For Anderson County:


Nathan Sweet, Director of Emergency
Medical Services

Date: 7/29/24

Approved as to Form:

County Law Director



CANON SOLUTIONS AMERICA

State of Tennessee Contract Quote Sheet

25-0025

Issued Under:

SWC 400 Multifunction Devices

Contract #: 62117

QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: BD-054

Date: 7/31/2024

BILL TO: ("Customer")

Customer Name: TN Anderson County Schools

Dept: School Nutrition

Contact: RaeAnn Owens

Address: 101 S. Main St Suite 470

City/State/Zip: Clinton, TN 37716

Phone: 815.457.7560

Email: rowens1@acs.ac

SHIP TO: (if different)

Customer Name: same

Dept:

Contact:

Address:

City/State/Zip:

Phone:

Email:

Auto Toner Contact (if different from above):

Name:

Phone:

Email:

CSA to Pick Up Current Copier if Completed:

Make:

Model:

Serial #:

Color Group II - Canon iRADVDXC3930I (30 CPM)

Qty	Model Description - Base Configuration	Monthly Rental Price	Vendor Item ID
1	Canon iRADVDXC3930I MONTHLY RENTAL Cost Per Copy Charges apply		5962C002
Equipment Maintenance cost per copy/print includes toner and staples:			
B/W CPC: \$ 0.0055		\$0.0370	
ACCESSORIES (INCLUDED WHEN QUANTITY NOTED):			
	STAPLE FINISHER-AE1		4921C001
	CASSETTE FEEDING UNIT-AW1		4917C002
	INNER 2WAY TRAY-M1		4034C001
1	INNER FINISHER-L1		4000C002
1	CABINET TYPE-W		5634C001
	2/3 HOLE PUNCHER UNIT-A1		0126C001
1	MICARDPLUS C14 CGS		3575BA71
1	TRACKING SOFTWARE		3575B436
	SUPER G3 FAX BOARD-BH1		4919C001
THE BELOW ITEMS ARE NOT AVAILABLE ON STATE CONTRACT #62117. CUSTOMER HEREBY ACKNOWLEDGES THE REQUISITE PURCHASING AUTHORITY IS CHAPTER 0690-3-1 OF THE DGS RULES, OR LOCAL PURCHASING REGS, AS APPLICABLE. NOTWITHSTANDING, THESE ITEMS ARE SUBJECT TO THE TERMS OF 62117, WHICH IS CONTROLLING.			

TOTAL: \$39.08

☒ Auto Toner Fulfillment ** (Requires use of imageWare Remote)

Send Signed Purchase Canon Solutions America, Inc.

Order or Email Attn.

Acknowledgement to: 402 BNA Drive, Ste. 360

Nashville, TN. 37217

- OR -

Fax: 615. - Attn.

Email: @csa.canon.com

Send Payments To: Canon Financial Services, Inc.

14904 Collections Center Drive

Chicago, IL 60693

Statement of Work

Interpretation and Translation Services and Related Services

Contract #R210605 Administered by OMNIA Partners

Participating Public Agency ("Customer"): Anderson County Family Justice Center	Customer # (if applicable): 26492
OMNIA Participation ID: 5366062	

This Statement of Work is subject to cooperative purchasing Contract #R210605 (the "Contract") between Region 4 Education Service Center, administered by OMNIA Partners, Public Sector ("OMNIA") on behalf of Participating Public Agencies, and Language Line Services, Inc. ("Company") for Interpretation and Translation Services and Related Solutions. This document is the sole document that reflects Customer's participation in the Contract and pricing for these services. This document must be signed by an authorized representative of you, the Customer. Pricing is only final upon a signature by an authorized officer of Language Line Services. Pricing changes, if any, will be made on next full monthly billing cycle.

1. LANGUAGELINE PHONE INTERPRETING

1.1. SCOPE OF WORK

- DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.
- SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Customer's service providers and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays, in over 240 spoken languages.

1.2. PHONE INTERPRETING FEES

- PER MINUTE USAGE FEES** for LanguageLine Phone and InSight Audio Interpreting

Language Tiers	Languages	Per Minute Charge
1	Spanish	\$0.64
2	All other languages	\$0.69

1.3. PHONE INTERPRETING EQUIPMENT

- OPTIONS AND DEFINITIONS.** Equipment purchase and lease options are available for the equipment identified below for use with the Phone Interpreting services. All Equipment requests must be submitted in writing over the term of this Agreement and the appropriate fees will apply.
- PHONE INTERPRETING EQUIPMENT LEASE FEES.** A monthly lease fee per unit applies, and the Equipment remains the property of LanguageLine. The monthly fee covers the cost of equipment programming and providing any necessary replacements and maintenance.

1Solution™ Analog Dual Handset Phone	\$4.50
1Solution Dual Handset IP Phone	\$12.50
Panasonic® Cordless Phone with Dual Handsets	\$10.50
- PHONE INTERPRETING LEASED EQUIPMENT ADDITIONAL TERMS.** Upon the termination of the Agreement, Customer shall, at its cost, return the Equipment to Language Line Services within thirty (30) days following the termination date. Customer acknowledges that ownership of the Equipment remains with Language Line Services, and that the Equipment must be returned upon the termination of the Agreement.

Statement of Work

Interpretation and Translation Services and Related Services

Contract #R210605 Administered by OMNIA Partners

- (d) **PHONE INTERPRETING EQUIPMENT PURCHASES.** The following Equipment is available for purchase from LanguageLine during the life of the agreement. Upon depletion of current Equipment models and release of new Equipment models, updated pricing will automatically apply. Purchased equipment is covered by a one-year replacement warranty from the manufacturer. Standard rates at the time of purchase will apply. If applicable, proof of sales tax exemption must be provided to TaxDepartment@languageline.com and ContractAdministrationTeam@languageline.com. Details will be available from your Account Executive.

1Solution Analog Dual Handset Phone	\$60.00
1Solution Dual Handset IP Phone	\$150.00
Panasonic Cordless Phone with Dual Handsets	\$60.00
Panasonic Headset	\$25.00
Handsets with Splitter	\$10.00
Handset Splitters (price per unit)	\$6.00
Wall Splitters (price per unit)	\$6.00

2. LANGUAGELINE DIRECT RESPONSE

2.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for Phone Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken language statements between English and another language.

STANDARD

- Standard in-language prompts for greeting messages, language menu, and hold/dial-out message
- Prompts recorded by a LanguageLine® Certified linguist
- Custom LanguageLine call flow and call routing
- Capability to integrate with Customer's IVR
- Capability to transmit call to Customer's Direct Inward Dial (DID) number

PREMIUM

- Customizable in-language prompts for greeting messages, language menu, and hold/dial-out message
- Prompts recorded by a LanguageLine® Certified linguist
- Custom LanguageLine call flow and call routing
- Customizable options menu
- Capability to integrate with Customer's IVR
- Capability to transmit call to Customer's Direct Inward Dial (DID) number

- (b) **SERVICE DELIVERY.** Services are delivered on-demand via telephone, as initiated by Limited English Proficient (LEP) individuals and routed directly to Customer's service providers, and invoiced monthly following service delivery. Services are available twenty-four (24) hours a day; seven (7) days a week; 365 days a year, including holidays.

2.2. DIRECT RESPONSE FEES

- | | |
|---|----------|
| (a) STANDARD | \$350.00 |
| (b) PREMIUM per language | \$650.00 |
| (c) DEDICATED TOLL-FREE LINE per line | \$150.00 |
| (d) INCREMENTAL PRICE PER MINUTE applied to Customer's contracted per minute usage fees for LanguageLine Phone Interpreting. | \$0.25 |

3. LANGUAGELINE INSIGHT VIDEO INTERPRETING

3.1. SCOPE OF WORK

Statement of Work

Interpretation and Translation Services and Related Services

Contract #R210605 Administered by OMNIA Partners

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide qualified and trained interpreters for InSight Video Interpreting to facilitate effective communication between Customer's service providers and Limited English Proficient (LEP) individuals by converting spoken or signed language statements between English and another language. Equipment purchases are optional.
- (b) **SERVICE DELIVERY.** Services are delivered on-demand via a native iOS or Android Application (the "App") or a Mac/PC using a Chrome, Edge, or Firefox browser. Each call has full end-to-end encryption ensuring privacy. Services are available 24/7 for ASL, Spanish, Mandarin, Arabic, Polish, Cantonese, French, Korean, Portuguese, Vietnamese and Russian, and during business or extended business hours for 30 or more additional languages of lesser diffusion.

3.2. INSIGHT VIDEO INTERPRETING FEES

- (a) **ACTIVATION** Monthly Service Fee or One-Time Fee Waived
- (b) **PER MINUTE USAGE FEES** for LanguageLine InSight Video Interpreting Based on Total Volume

Sign Language Per Minute Charge	Spanish Per Minute Charge	Other Spoken Languages Per Minute Charge
\$2.25	\$1.50	\$1.85

4. LANGUAGE ONSITE INTERPRETING

4.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine will provide highly qualified interpreters in-person (physical onsite) at Customer's business locations or using Customer's online conferencing platform (virtual onsite) to perform consecutive interpreting between Customer's Service Providers and Limited English Proficient (LEP) individuals, by converting spoken or signed language statements between English and another language.
- (b) **SERVICE DELIVERY**
- Services are available by assignment, with language availability dependent upon regional resources.
 - Virtual onsite assignments using Customer's online conferencing platform may be requested **1-2 days in advance** at 1-888-225-6056, option 1 or onsiterequests@languageline.com.
 - Physical onsite assignments at Customer's business locations may be requested up to **5 days in advance** at 1-888-225-6056, option 1 or onsiterequests@languageline.com.
 - Business locations (city/state/region) where physical onsite assignments will be requested:

City and State: **Nashville, TN**

4.2. LANGUAGELINE ONSITE INTERPRETING FEES

- (a) **MINIMUM ASSIGNMENT TIME** is two (2) hours, with time beyond minimum assignment time billed in 15-minute increments.
- (b) **MILEAGE/TRAVEL REIMBURSEMENT**

Statement of Work

Interpretation and Translation Services and Related Services

Contract #R210605 Administered by OMNIA Partners

- Charged at the prevailing IRS rate.
 - For one-way travel exceeding 60 miles, travel time may be charged at the applicable hourly rate.
 - Parking/tolls charged if applicable.
- (c) **CANCELATION.** Assignments canceled with less than one full business days' notice will be charged at the applicable rate for the greater of the minimum assignment time or reserved time for the assignment.

4.3. PRICING TABLE.

Rate	Spanish	American Sign Language	Other Spoken Languages
Standard Hourly Rate	\$75.00	\$100.00	\$90.00
Non-Standard Hourly Rate	\$112.50	\$150.00	\$135.00
Emergency/Holiday Hourly Rate	\$150.00	\$200.00	\$180.00

- (a) Standard Hourly Rate is applied for assignments between 8:00 a.m. and 5:00 p.m. local time Monday through Friday, with more than one full business days' notice.
- (b) Non-Standard Hourly Rate is applied for assignments occurring before 8:00 a.m. or after 5:00 p.m. local time Monday through Friday, Saturday/Sunday or for assignments with less than one full business days' notice.
- (c) Emergency/Holiday Rate is applied for assignments with less than one hour's notice or assignments on federally recognized holidays. Emergency service not available in all areas.

5. LANGUAGELINE TESTING & TRAINING

5.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** Testing and training programs assess Customer's bilingual staff and interpreters' ability to provide quality, careful communication and proficiency in two languages, as well as competence in the requisite medical or other industry-specific vocabulary. Programs focus on the critical interpretation skills of accuracy, efficiency, and cultural competency. Tests and training courses are delivered remotely by assessors with a proven internal record of superior performance as an interpreter and typically hold advanced degrees in language related fields. The content and curricula have been developed in conjunction with leading academic experts and validated by psychometricians.
- (b) **DELIVERABLES.**
- Assessments and courses offered in 46 languages.
 - Test results delivered within 5 business days.
 - Training deliverables will be agreed-upon at the beginning of the project.

5.2. LANGUAGELINE TESTING AND TRAINING FEES

(a) CANCELATION

- Cancellation policy for live Language Tests:

Notice	Credit
At least three business days' notice	Credit in full
Less than three business days' notice	Credit at 50% of fee
One business day or less notice	No credit

- Training courses can be rescheduled or canceled only by the person who submitted the original Training Registration Form.
- Written cancellation of onsite training courses with at least 10 business days' notice prior to the course start date will be fully credited.

Statement of Work

Interpretation and Translation Services and Related Services

Contract #R210605 Administered by OMNIA Partners

- Written cancelation of web training courses with at least three business days' notice prior to the Learning Management System registration will be credited in full.
- To reschedule or cancel, please e-mail LLA@LanguageLine.com.

(b) **PRICING TABLES.** Prices are in U.S. dollars, per individual test or course, and are subject to change.

Language Skills Test Fees

Language Test Name	1-49* Tests	50-99* Tests	100- 499* Tests	500* or More
Language Proficiency Test (LPT)	\$165	\$155	\$145	\$135
Specialty LPT	\$200	\$200	\$200	\$200
eLanguage Proficiency Test (eLPT)	\$150	\$140	\$130	\$115
Specialty eLPT	\$185	\$185	\$185	\$185
Bilingual Fluency Assessment (BFA)	\$145	\$135	\$120	\$115
Specialty BFA	\$175	\$175	\$175	\$175
eBilingual Fluency Assessment (eBFA)	\$135	\$120	\$110	\$105
Specialty eBFA	\$155	\$155	\$155	\$155
Bilingual Fluency Assessment for Clinicians	\$160	\$150	\$140	\$135
Specialty BFAC	\$190	\$190	\$190	\$190
eBilingual Fluency Assessment for Clinicians	\$145	\$135	\$120	\$115
Specialty eBFAC	\$175	\$175	\$175	\$175

Interpreter Skills Test Fees

Interpreter Test Name	1-49* Tests	50-99* Tests	100- 499* Tests	500* or More
Interpreter Readiness Assessment (IRA)	\$155	\$145	\$135	\$125
eInterpreter Readiness Assessment (eIRA)	\$140	\$125	\$115	\$110
Interpreter Skills Test (IST)	\$200	\$185	\$165	\$150
Specialty IST	\$225	\$225	\$225	\$225
eInterpreter Skills Test (eIST)	\$185	\$165	\$150	\$135
Specialty eIST	\$200	\$200	\$200	\$200
Medical Certification Test (MCT)	\$220	\$210	\$195	\$185
Court Certification Test (CCT)	\$220	\$210	\$195	\$185

Interpreter Training Course Fees

Course Title	Training Delivery	1-4* Courses	5-9* Courses	10* or More
Fundamentals of Interpreting	Web	\$445	\$400	\$285
Advanced Medical Training (AMT)	Web	\$575	\$520	\$500
Module 1 - Medical Interpreter Training: Professional Skills and Ethics	Phone or Onsite	**	\$390	\$290
Module 1 - Medical Interpreter Training:	Web	\$230	\$230	\$175

Statement of Work

Interpretation and Translation Services and Related Services

Contract #R210605 Administered by OMNIA Partners

Professional Skills and Ethics				
Module 2 – Medical Interpreting Training: Working in the Healthcare System	Phone or Onsite	**	\$520	\$400
Module 2 – Medical Interpreting Training: Working in the Healthcare System	Web	\$290	\$290	\$230
Module 3 – Medical Interpreter Training: Terminology and Advanced Skills	Phone or Onsite	**	\$520	\$400
Module 3 – Medical Interpreter Training: Terminology and Advanced Skills	Web	\$290	\$290	\$230
Combined Modules – Intensive Advanced Medical Interpreter Training (2 of the 3 above modules)	Phone or Onsite	**	\$805	\$635
Combined Modules – Intensive Advanced Medical Interpreter Training (2 of the 3 above modules)	Web	\$460	\$460	\$345

- eTests will be billed when the test link is delivered to the client.
- *Group discounts for tests are applied once the minimum number of tests have been completed within the calendar year. Group training discounts are based on the actual number of participants.
- **Delivered via phone or onsite, and requires a minimum of 5 participants to conduct the training.
- A training manual may be purchased for \$69 with the advanced Medical Interpreter Training. A training manual with in-language glossary may be purchased for \$99 with the advanced Medical Interpreter Training.
- Interpreter association members qualify for group discounts upon submission of a copy of their membership card to LLA@languageline.com.
- Group training discounts are based on the actual number of participants.

6. LANGUAGELINE TRANSLATION AND LOCALIZATION

6.1. SCOPE OF WORK

- (a) **DESCRIPTION OF SERVICES.** LanguageLine utilizes ISO-certified workflows to convert CUSTOMER's written and/or digital content between languages with attention to accuracy, tone, style, and attention to regional language and cultural sensitivities, including:

- Translation of written text
- Modifying graphics and design to properly display translated text
- Changing content to suit preferences
- Converting to local currencies and units of measurement
- Using proper formatting for elements like dates, addresses, and phone numbers
- Addressing local regulations and legal requirements

(b) **DELIVERABLES.**

- Services may be requested at <https://www.languageline.com/s/RequestAQuote>, via email to translation@languageline.com or by calling 1-800-878-8523.
- LanguageLine will provide all deliverables as agreed-upon at the beginning of the project.

6.2. PRICING TABLES.

Translation fees, which include Translation and copyediting, are based on the English word count.

TIERS	BI-DIRECTIONAL: ENGLISH>LANGUAGE AND LANGUAGE>ENGLISH	TRANSLATION FEE (PER WORD)
Tier 1	Spanish (US/Latin America)	\$0.15/word

Statement of Work

Interpretation and Translation Services and Related Services

Contract #R210605 Administered by OMNIA Partners

Tier 2	Arabic, Chinese, Portuguese (Brazil), Russian, Vietnamese	\$0.18/word
Tier 3	Bengali, Czech, Farsi, French, German, Hindi, Hungarian, Italian, Korean, Malay, Polish, Portuguese (Portugal), Tagalog, Thai, Urdu	\$0.22/word
Tier 4	Albanian, Bulgarian, Estonian, Haitian Creole, Japanese, Khmer, Lao, Latvian, Lithuanian, Nepali, Slovak, Slovenian, Somali, Turkish	\$0.26/word
All other (LanguageLine supports 240+ languages)		\$0.29/word

ADDITIONAL PRICING COMPONENTS		PRICING
Minimum charge per document translation order		\$75.00 – Spanish \$99.00 – all other listed language
Proofreading (third linguistic step when required)		\$60.00/hour
Basic Layout/Formatting/Desktop Publishing		\$45.00/hour
Localization Engineering Services		\$55.00/hour
In-Language Recordings		Individual Quote
Transcription/Translation of Audio or Video files		Individual Quote
Project Management		10% of the invoice value (0.5-hour minimum @\$55.00/hour)
Rush Fees	0% rush charge applies when an expedite delivery date is requested	
Unless indicated otherwise, a one-hour minimum will apply to all hourly services.		

6.3. DELIVERY GUIDELINES. Because the actual number of English words is not known until the source document has been translated, turn-around commitments are based on the estimated number of English words that will be delivered, as determined in LanguageLine's best judgment before commencing work. Additional services could add extra days to a project timeline.

ESTIMATED NUMBER OF ENGLISH WORDS	STANDARD DELIVERY
Less than 1,500 words	1 - 3 business days
1,501 to 4,000 words	4 - 6 business days
4,001 to 7,500 words	6 - 8 business days
7,501+ words	8 + business days
A 0% rush charge will apply when an expedited delivery date is requested.	
Requests received on weekends and holidays will be processed on the next business day.	
Holidays are New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, and Christmas Day.	

The person signing this SOW on behalf of Customer certifies that such person has read, acknowledges, and understands all of the terms and conditions, and is fully authorized to execute this SOW on behalf of and bind the Customer to all its terms and conditions. Both Parties agree the delivery of the signed SOW by facsimile or e-mail or use of a facsimile signature or electronic signature or other similar electronic reproduction of a signature shall have the same force and effect of execution and delivery as the original signature, and in the absence of an original signature, shall constitute the original signature.

Statement of Work

Interpretation and Translation Services and Related Services
Contract #R210605 Administered by OMNIA Partners

Amendment #1

This amendment hereby clarifies that the following sentence in the Statement of Work: "It also serves as your designation of National IPA as your sole GPO" only obligates the Anderson County Family Justice Center to use National IPA for all services from Language Line Services, Inc.

Anderson County Family Justice Center	LanguageLine
Accepted and agreed to date: 8/1/2024	Accepted and agreed to date:
Signature: <i>Melissa Miller</i>	Signature:
Name: <i>Melissa Miller</i>	Name: Bonaventura A. Cavaliere
Title: <i>Director, ACPJC</i>	Title: CFO

25-0027



Issued Under:

Contract #: 62117

QUOTE AND PURCHASE ORDER DOCUMENT

Date: 7/29/2024

SHIP TO: (if different)

Customer Name: _____

Dept: _____

Contact: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email: _____

Name: _____ Phone: _____ Email: _____

Make: _____ Model: _____ Serial #: _____

[illegible]

TOTAL: \$37.76

☒ Auto Toner Fulfillment ** (Requires use of imageWare Remote)

Send Payments To: Canon Financial Services, Inc.

Attn:

14904 Collections Center Drive

Chicago, IL 60693

Chicago, IL 60693

Email: @csa.canon.com

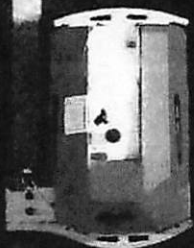
iRADVDXC3930I Rental

August 2024 Purchasing Committee



TURF TANK®

**ACCURATE.
CONSISTENT.
EFFICIENT.**



50%

savings on paint

90%

savings on labor

100%

accurate lines

We've got your back



3,000+
Customers Worldwide



170+
Employees Worldwide



RENTAL AGREEMENT

(3) YEAR TERM

25-0029
2024

CUSTOMER INFORMATION

Company Name Clinton High School	Deal ID - 1B 1758496 16	Country US	Phone Number
Billing Address 425 Dragon Drive		State IN	Zip 37716
PALLET DELIVERY Address (Estimated Weight: Up to 400lbs.)		City Clinton	State Zip

EQUIPMENT INFORMATION

Equipment Description	Subscription Package	Serial Number	Quantity
Turf Tank Lite	Double		1

PAYMENT INFORMATION

Line Item	Number of Payments	Rental Fee	Total Rental Fee	Terms (Months)	Total Payment Term
Subscription	3	\$7,000	\$21,000	36	\$22,700
Implementation Fee			\$1,700		

*Applicable Sales Tax will be added to final invoices if necessary

TERMS AND CONDITIONS

- Equipment and Services:** (Clinton High School) ("Customer" or "You") requires access to certain equipment and software and Intelligent Marking USA Inc. dba Turf Tank ("Turf Tank" "us" or "we") has the right to rent or sell the equipment listed above and, on any schedule, attached to this Agreement (the "Equipment") and to provide access to certain software embedded in the Equipment. Turf Tank ApS (the "Owner") holds full and unconditional title to the Equipment and all underlying software (see Section 3 below). This Agreement is effective on the date that it is accepted and signed by us, and the term of this Agreement begins on that date or any later date that we designate (the "Commencement Date") and continues thereafter for the number of months indicated above ("Initial Rental Term"). This Agreement shall automatically renew for successive twelve (12) month periods (each an "Extended Term") and together with the initial term, the "Term" unless either party notifies the other party of its intent not to renew at least thirty (30) days prior to the expiration of the initial term or then-current Extended Term. Turf Tank grants you a limited, nontransferable, non-sublicensable right to use the Equipment and underlying software during the Term of this Agreement, subject to these terms and conditions.
- Fees, Billing, and Payment Terms:** The implementation fee and the initial Equipment subscription fee ("Service Fees") will be invoiced on the date of Equipment shipment and shall be payable Net 18 from the invoice date. At each Renewal Term, the Service Fees will be invoiced thirty (30) days prior to the anniversary of the install date and shall be payable Net 30 from the invoice date. In addition to Service Fees, you agree to pay when due, either directly or as reimbursement to Turf Tank, all sales, use and personal property taxes and charges in connection with the ownership and use of the Equipment, unless you provide us with a copy of your valid tax-exempt certificate. Any such applicable charges will be reflected on invoices issued to you. You agree to pay all undisputed charges on a timely basis. You shall provide written notice of, and the basis for, any such good faith disputed amount, (via e-mail at billing@turf-tank.com) within forty-five (45) days of the date of the invoice. The parties will reasonably and expeditiously work to resolve the dispute. Failure of Turf Tank to invoice you in a timely manner for any amounts due under this Agreement shall not be deemed a waiver by Turf Tank of its rights to payment and all outstanding amounts shall remain due and payable in full by you.
- Title:** The Owner, a Danish private limited company validly incorporated under the laws of Denmark with a company registration no. 36722436 and a registered address at Lansen 15 DK9230 Svenstrup 1, has full and unconditional title to the Equipment and software.
- Equipment Use, Maintenance, Warranties and Data Access:** During the Term, Turf Tank hereby transfers to you any manufacturer warranties to the extent the same are provided to us by Owner, and such warranty coverage is set forth on Subscription Warranty document to this Agreement ("Warranty"). You shall promptly notify us of any defect or issue related to the Equipment covered by Warranty. Turf Tank will, at our option, and as our sole and exclusive liability and your sole and exclusive remedy, either repair the defect or issue, or replace the Equipment. Aside from items covered by Warranty, you shall, at your cost, keep the Equipment in good working condition, including maintaining all supplies and repairs. You hereby acknowledge and consent to the acquisition by us or Owner of certain data generated from your operation of the Equipment ("Usage Data"). You agree that we or Owner shall own all rights in and to such Usage Data, and may access and use such Usage Data. The Warranty does not apply to any Equipment that has been: (i) subjected to (a) abuse, misuse, neglect, accident, (b) improper testing, installation, storage, or handling, (c) abnormal physical stress, environmental conditions or use contrary to any instructions issued by us; (ii) reconstructed, repaired or altered by any party other than Turf Tank; (iii) used with any third-party product(s), hardware or product that has not been authorized in writing by Turf Tank; or (iv) damaged or destroyed due to an event beyond your or our reasonable control.
- Assignment:** You shall not transfer, sell, sublease, assign, pledge, or encumber either the Equipment or any rights under this Agreement without Turf Tank's prior written consent. You agree that Turf Tank may freely sell, assign, or transfer this Agreement. The rights of the new owner will not be subject to any claims, defenses, or setoffs that you may have against us, the Owner or any third party.
- Risk of Loss; Limit of Liability:** You are responsible for all risks of loss or damage to the Equipment and responsible and liable for any personal injury (including death), or real or personal property damage resulting from the Equipment, and if any such damages or loss occurs, you shall be required to satisfy all of your obligations under this Agreement. Neither we nor the Owners are responsible for any losses or injuries caused by the Equipment. In no event shall Turf Tank or Owner be liable to you or any third party for any lost profits, loss of data, special, consequential, exemplary, punitive, incidental, or indirect damages or costs (including legal fees and expenses) in connection with any claim arising from this agreement. The total cumulative liability shall not in the aggregate exceed the service fees paid by you to Turf Tank under this agreement in the twelve (12) months immediately preceding the event.
- End of Agreement:** At the end of the Term, you shall have the option to renew the existing agreement for an additional three (3) years at current rate or the Extended Term from section 1 takes effect and shall automatically renew for an additional twelve (12) months. If you choose to end agreement per section 1 conditions, you shall return the Equipment in Good Working Condition (as defined below) at your cost to the location we specify. The Equipment must be returned with accessories, parts, and major components that were originally delivered with the equipment. Major components consist of but not limited to the following - the control unit, rover, base station, robot batteries, etc. Any clear, visual damage to the Equipment that will require repair, as determined in Turf Tank's discretion, will be invoiced. Regular wear and tear is acceptable. "Good Working Condition" of Equipment means: (a) the base must be able to power on and connect to a minimum of 12 satellites; (b) the robot must be able to power on and connect to a tablet; (c) the robot must be able to run the standard installed plan; and (d) the tablet must be able to power on and connect to the robot.
- Default and Remedies:** You shall be deemed in default on this Agreement if: (a) you fail to pay any Service Fees or any other amount when due; or (b) you breach any other obligation under this Agreement or any other agreement with us. If you are in default, we may: (i) remotely disable the Equipment and/or its software so that it is unable to function for its intended use, (ii) escalate the aged debt to a third party collection agency, (iii) place any supplies, parts or service on hold, (iv) peacefully repossess the Equipment, and (v) pursue any and all other legal and/or equitable remedies for any unpaid balances, including court costs and legal fees.
- Attorney Fees and Miscellaneous:** This Agreement was made in the State of Georgia, is to be performed in TN and shall be governed in accordance with the laws of TN. Any action arising out of this Agreement shall be adjudicated in a court of competent jurisdiction in Cobb County, Georgia. You agree the Equipment shall only be used for your internal business purposes and not for personal, family or household use, and shall not be moved from the above location or a location under your control, without our consent. We, or whoever we authorize hereto, may inspect the Equipment during the Term of this Agreement. Any amendment or revision to this Agreement must be in writing and signed by both parties to be enforceable. You agree that a facsimile or electronic mail copy of this Agreement with facsimile or electronic mail signatures may be treated as an original and will be admissible as evidence of this Agreement.
- Special Terms:** Additional \$1K Prostripe concentrate included in year 1. \$1K annual paint allotment to be divided between \$500 white Ready to Spray and \$500 Black chalk paint.

FIRST INVOICE DETAILS

1st Subscription Invoice	+	\$7,000
Implementation fee	+	\$1,700
Other	+	
Total Payment Enclosed		\$8,700

DUE NET 18

CUSTOMER SIGNATURE

Full Name	Josh Reid
Title	Assistant Principal
Date	
Signature	

TURF TANK REPRESENTATIVE

Full Name	Ryan Stubbe
Title	Area Sales Director
Date	
Signature	

August 2024 Purchasing Committee

25-0029



[TN] Clinton High School - Lite Double Subscription

[TN] Clinton High School

425 Dragon Dr
Clinton, TN 37716
United States

Reference: 20240702-102749344

Quote created: July 2, 2024

Quote expires: September 30, 2024

Quote created by: Eric Williamson

eric.williamson@turf tank.com

Josh Reid

Assistant Principal/Athletic Director
jreid@acs.ac
(865)457-2611

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
US - Turf Tank Lite Package - Upfront Implementation Cost		1	\$1,700.00	\$1,700.00
Includes:				
- Configuration & Shipping of Robot				
- Secure Inventory & Lock in Installation Date				
- Product Training & Online Resources				

25-0029

Item & Description	SKU	Quantity	Unit Price	Total
US - Turf Tank Lite Double Subscription Includes: - (2) Sports ONLY - GPS TT Lite Paint Robot + GPS Package - 2.5 gallon paint jug - Tablet (Samsung Galaxy Tab) - Continuous Software Improvements - Geometry Package - (1) Robot Battery for TT Lite - Customer Support: Normal Business Hours - Hardware Warranty: Basic (See warranty document) - Standard Turf Tank Accessories - \$1,000 paint allotment (Ready-to-Spray, White / Chalk, Black)		1	\$7,000.00 / year	\$7,000.00 / year for 3 years
1/2 Pallet of Paint \$1,000 Allotment of Paint, White ONLY		1	\$1,000.00	\$0.00 after 100% discount
Annual subtotal				\$7,000.00
One-time subtotal				\$1,700.00 after \$1,000.00 discount
Total				\$8,700.00

25.0029

Purchase terms & Comments

Additional \$1k Prostripe concentrate included in year 1. \$1k annual paint allotment to be divided between \$500 white Ready to Spray and \$500 Black chalk paint.

<u>Invoice</u>	<u>Invoice Details</u>
Implementation Fee Invoice & First Invoice	Implementation Fee & Subscription or Purchase Invoice will be issued at date of shipment with net 18 payment terms. The invoice will be emailed to the billing contact on file and will be from <u>billing@turftank.com</u> .
Renewal Invoices	Subscription Renewal Invoices will be emailed to the billing contact on file 30-days prior to the subscription date with net 30 payment terms.

*****Sales Tax** is not included in the above quote. If you are not tax-exempt you will be subject to sales tax on your invoices. If you are tax-exempt, we will need to collect and validate your tax-exempt certificate.

25-0029

SUBSCRIPTION WARRANTY



COMPONENT LIST

Package Type	Basic	Plus	Pro
Robot Type	ONE / TWO / LITE	ONE / TWO	ONE / TWO
Robot Type	6 years	6 years	6 years
Rover	6 years	6 years	6 years
Base Station	6 years	6 years	6 years
Control Unit	6 years	6 years	6 years
Harness	6 years	6 years	6 years
Robot Chassis	6 years	6 years	6 years
Rear Wheel Mount Complete	1 year	6 years	6 years
Battery Holder	1 year	6 years	6 years
GNSS Antenna	1 year	6 years	6 years
Actuator	1 year	6 years	6 years
Hub Motor Set	1 year	1 year	6 years
Shell	1 year	1 year	6 years
Rack and Pinion Holder Complete	1 year	1 year	6 years
Control Panel	1 year	1 year	6 years
Disc Lift Assembly	1 year	1 year	6 years
Robot Battery Charger	1 year	1 year	6 years
Front Bumper Complete	1 year	1 year	6 years
Rear Bumper Complete	1 year	1 year	6 years
Robot Battery	1 year	1 year	3 years
Tablet	30 days	60 days	90 days
Wear & Tear Parts	0%	20%	40%
Discount on Parts			
Service Details			
Call/Text Support	Mon-Fri 8am-10pm EST \$25/hr minimum charge of 3 hours	Mon-Fri 8am-10pm EST \$25/hr minimum charge of 3 hours	24/7 2x visits per year
On-Site Visits	24/7	24/7	24/7
Virtual Help Center	Mon-Fri 8am-10pm EST	Mon-Fri 8am-10pm EST	Mon-Fri 8am-10pm EST
Pre-Booked 1 on 1 Robot Expert	X	X	Included 1x per year
Service Kit	X	X	Free Shipping within 24 hours
Courtesy Unit	Not Eligible	30 days max.	

- Standard Ground Shipping: Covered by Turf Tank on warranty orders.
- Overnight/Express Shipping: Covered by customer at cost.
- Service Kits: One per year. Includes 1x Turf Tank Repair Kit and 1x Turf Tank Service Kit.
- Warranty: All components covered for up to 14 days after purchase.
- Warranty: Labor cost covered.

- Must be non-approved paint. Turf Tank warranty system. Paint must be applied within 30 days of purchase.
- Custom Modifications: Turf Tank does not cover any modifications.
- Breakdowns and general repairs: Breakdowns and general repairs are covered. Damage caused by misuse, neglect, or improper use is not covered. Damage caused by fire, flood, or other external factors is not covered.
- Wear & Tear: Wear & Tear is covered.

25-0029

Signature

D. L. Parrott

Signature

7/31/2024

Date

Dr. Tim Parrott

Printed name

Questions? Contact me

Eric Williamson
eric.williamson@turf tank.com

Turf Tank
1110 Allgood Industrial Ct
Marietta, GA 30066
United States

25-0029


TURF TANK
 WWW.TURFTANK.COM

Intelligent Marking USA, Inc. dba Turf Tank
 7878 Main Street Suite 2C
 La Vista, Nebraska 68128

BUSINESS CONTACT INFORMATION

Company Name Clinton High School		
DBA (if different)		
Invoice/AP Contact Josh Reid		
Invoice/AP Phone 8654572611	Fax	Invoice/AP Email jreid@acs.ac
Address 425 Dragon Drive		
City Clinton	State TN	ZIP Code 37716
Are you sales tax exempt? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Tax Exempt#	
Purchase order Required? <input checked="" type="checkbox"/> Yes (Please attach) <input type="checkbox"/> No Purchase Order Number: _____		
Payment Options		
ACH Payment or Credit Card (Preferred Payment Method)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>Option available via emailed invoice.</i>	*If ACH/CC is selected, you will be automatically enrolled in recurring auto payments after the first payment unless you opt out. Opt Out: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Check	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Send checks to address provided above

1. All invoices are to be paid 30 days from the date of the invoice.

Please send a copy of your Tax Exempt Certificate/Letter (if applicable) to emily.thuss@turf tank.com

Signature:

Printed Name:

Dr. Tim Parnott

Date:

7/31/2024



CANON SOLUTIONS AMERICA

State of Tennessee Contract Quote Sheet

25-0030

Issued Under:

SWC 400 Multifunction Devices

Contract #: 62117

QUOTE AND PURCHASE ORDER DOCUMENT

Quote #: BD-922

Date: 8/5/2024

BILL TO: ("Customer")

Customer Name: TN Anderson County

Dept: Elections

Contact: Mark Stephens

Address:

City/State/Zip:

Phone:

Email:

SHIP TO: (if different)

Customer Name:

Dept:

Contact:

Address:

City/State/Zip:

Phone:

Email:

Auto Toner Contact (if different from above):

Name:

Phone:

Email:

CSA to Pick Up Current Copier if Completed:

Make:

Model:

Serial #:

Color Group IV - Canon IRADV DX C5860I (60 CPM)

Qty	Model Description - Base Configuration	Monthly Rental Price	Vendor Item ID
1	Canon IRADV DX C5860I MONTHLY RENTAL Cost Per Copy Charges apply		3825C002
Equipment Maintenance cost per copy/print includes toner and staples: B/W CPC: \$ 0.0032 Color CPC \$ 0.0350			
ACCESSORIES (INCLUDED WHEN QUANTITY NOTED):			
	CABINET TYPE-V		5358C001
	INNER FINISHER-L1		4000C002
1	STAPLE FINISHER-AB2		5547C002
1	BUFFER PASS UNIT-P2		5546C002
	INNER 2/3 HOLE PUNCHER-D1		4002C002
	SUPER G3 FAX BOARD-AX1		3998C001
	MICARDPLUS CI4 CGS		3575BA71
	TRACKING SOFTWARE		3575B436
1	CASSETTE FEEDING UNIT-AQ1		4030C002
THE BELOW ITEMS ARE NOT AVAILABLE ON STATE CONTRACT #62117. CUSTOMER HEREBY ACKNOWLEDGES THE REQUISITE PURCHASING AUTHORITY IS CHAPTER 0690-3-1 OF THE DGS RULES, OR LOCAL PURCHASING REGS, AS APPLICABLE, NOTWITHSTANDING, THESE ITEMS ARE SUBJECT TO THE TERMS OF 62117, WHICH IS CONTROLLING.			

TOTAL: \$68.85

☒ Auto Toner Fulfillment **(Requires use of imageWare Remote)Send Signed Canon Solutions America, Inc.
Purchase Order or Attn.Email 402 BNA Drive, Ste. 360
Nashville, TN. 37217

to: -- OR --

Fax: 615. - Attn.

Email: @csa.canon.com

Send Payments To: Canon Financial Services, Inc.
14904 Collections Center Drive
Chicago, IL 60693



August 7, 2024

Terry Frank, County Mayor
Anderson County Government
100 N. Main Street
Clinton, TN 377163683

Dear The Honorable Terry Frank:

Enclosed is amendment to Contract 51638. As the authorized official for your agency, you or the identified designee, must sign and date the documents in the appropriate places. If the designee is signing, OCJP must have designee authorization on file and the designee must sign the Authorized Official's name with designee's initials following the signature. An image of the signed contract is unacceptable. All signed contracts must be submitted electronically. Return the contract to the enclosed address by **August 30, 2024**. Please contact your program manager with any concerns or questions.

After the State of Tennessee has approved the Contract, a fully executed copy will be returned to your agency.

Additional Requirement: 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") form (accessible through the Edison Supplier portal).

Your Program Manager is Meribeth Howell. For questions or assistance regarding this contract, please contact Meribeth Howell, at (615) 741-4417, or email Meribeth.Howell@tn.gov.

We look forward to our continued partnership with you.

Sincerely,

A handwritten signature in black ink that reads "Jennifer Brinkman". The signature is written in a cursive, flowing style.

Jennifer Brinkman
Director

cc: Kristen Collins, Anderson County Government
File



GRANT AMENDMENT

Agency Tracking # NA	Edison ID 51638	Contract # 51638	Amendment # 1
Contractor Legal Entity Name Anderson County Government			Edison Vendor ID 4143
Amendment Purpose & Effect(s) Revises Clauses & Revises Contract Scope			
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: 6/30/2026	
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 0.00
Funding —			
FY	State	Federal	Interdepartmental
FY24		\$67,000.00	
FY25		\$67,000.00	
FY26		\$67,000.00	
TOTAL:		\$201,000.00	
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.		OCR USE	
Speed Chart FA00003428		Account Code County - 71301000	

**AMENDMENT ONE
OF GRANT CONTRACT 51638**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" and Anderson County Government, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section C.7. is deleted in its entirety and replaced with the following:
 - C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date and in form and substance acceptable to the State.
 - a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet said requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the state of Tennessee.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.
 - b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - c. 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.
 - d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required 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.
 - e. 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.

2. Grant Contract section E.1. labeled Federal Funding Accountability and Transparency Act (FFATA) is deleted in its entirety and replaced with the following:

E.5. 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 requirements, including but not limited to those set forth herein, of FFATA 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/excomp.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 the 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 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.

3. Grant Contract section E.2. labeled Personally Identifiable Information is deleted in its entirety and replaced with the following:

E.6 Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

4. The following is added as Grant Contract section E.7.

E.7. Monitoring Sub-Contractors.

- a. The Grantee shall develop written procedures for monitoring all of its State-approved subcontractors. The procedures must clearly outline the process for assuring that all subcontractors are in compliance with the terms of this contract, and with the OCJP Grants Manual and with applicable state and federal requirements.
- b. The Grantee shall have an established quality assurance/quality improvement plan for all subcontractors; and
- c. The Grantee shall also maintain an internal quality improvement process that assesses the overall quality and performance of its subcontractors.

5. The following is added as Grant Contract section E.8.

E.8. Suspension of Payment.

- a. In addition to termination of this Grant Contract for convenience or for cause, the State may suspend payment under this Grant Contract upon one or more of the following occurrences:
 - i. Grantee's failure to comply with the terms of Section A of this Grant Contract;
 - ii. More than one instance, after written notice, of Grantee's failure to address reportable findings in a Monitoring Report issued by the State; or
 - iii. Grantee's failure to comply with any terms or Sections of this Grant Contract, which the State determines is detrimental to the welfare or best interests of Grantee's service recipients.
- a. The State will provide written notice to Grantee for the suspension of payments under this Grant Contract. The State may suspend payment pending resolution of an investigation or until Grantee corrects a finding of non-compliance with the terms of this Grant Contract. Suspension of payments shall not exceed two hundred and forty (240) days and the suspension of payments does not prohibit the State from exercising any other rights or seeking other remedies available to

it, including the termination of this Grant Contract for convenience or for cause as provided in Section.

6. Grant Contract Attachment A is deleted in its entirety and replaced with the new attachment A attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said 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).

Amendment Effective Date. The revisions set forth herein shall be effective 9/15/2024. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

ANDERSON COUNTY GOVERNMENT:

GRANTEE SIGNATURE

DATE

Terry Frank, County Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

JAMES E. BRYSON, COMMISSIONER

DATE

OFFICE OF CRIMINAL JUSTICE PROGRAMS

FUND SOURCE: STOP
 OCP TAG Project Area

Required Information on Authorizing Agency: Name: Anderson County Government Federal ID Number (FEIN): 62-6000477 DUNS Number: 074901612 SAM Expiration Date: 11/6/2024 Fiscal Year End Date: June 30		Implementing Agency: Name: Anderson County Government Address: 301 Broadway Ave Oak Ridge, TN 37830-5440	
Will You Have Any Subcontracts?			
Project Title: DV Court			
AUTHORIZED OFFICIAL - Contact Information			
(Name, Title, and Complete Mailing Address) Terry Frank, County Mayor 100 N. Main Street Clinton, 37716-3683		Phone Number: (865) 457-6200 EXT:	E-Mail Address: tfrank@andersontn.org
PROJECT DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address) Kristen Collins, DV Court Coordinator 301 Broadway Ave Oak Ridge, 37830-5440		Phone Number: (865) 272-4752 EXT:	E-Mail Address: kcollins@andersoncourts.org
FINANCIAL DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address) John Prince, Grant Coordinator 100 N. Main Street Ste 210 Clinton, 37716-3683		Phone Number: (865) 457-6202 EXT:	E-Mail Address: jprince@andersoncountyttn.gov
County/Countries Served (Type ALL if Statewide): Anderson			
U.S. Congressional District(s): 3			

**Scope of Services/Project Narrative
Domestic Violence Court Grant**

PROJECT TITLE: Domestic Violence Court

PROBLEMS FOR INTERVENTION AND NEEDS TO BE IMPROVED

Problem Description – What is the nature and magnitude of the problem(s) to be solved by the proposed funding? This should be based on your agency's own data and/or other relevant sources and describe in detail the most pressing problems in your service/impact area. The problem statement should also identify the needs of the community based on relevant and timely data. This should be light on demographics and geography.

Anderson County, situated in East Tennessee and encompassing a 345 square mile region, has a mix of rural and urban areas and a population of 77,123 residents. According to the 2020 Census, 78.9% of residents are 18 and older, 21.1% are over the age of 65, and 51% are female. The racial composition is 85.6% white, 4% black or African American, 1.3% Asian, and 3.7% Hispanic or Latino.

Domestic violence in Anderson County has been a problem for many years, but the county has shown a coordinated effort in combating it through a variety of means. However, we still see that coordination could be improved and a greater number of victims can be better served through the creation of a DV Court. Currently, all domestic violence cases are being heard in Sessions I and Sessions II Courts. This means that victims are forced to testify about the abuse they have suffered not only in front of their abuser but also in front of a courtroom full of individuals who are in court for reasons other than domestic violence. Domestic Violence courts specialize in addressing the complex issues presented in domestic violence cases and recognize that victim safety is just as important as offender accountability. Since most domestic violence victims have a deep fear of the court process - these cases are deeply personal, and we find that many victims do not want to appear in court due to concerns about their privacy. Sharing such deeply personal experiences in front of large groups of people is intimidating and overwhelming. By having a dedicated docket day for domestic cases, victims would be less fearful and more likely to follow through with cases resulting in higher prosecution rates, increased offender accountability, and more safety for victims.

In fact, according to the Domestic Violence Docket Process and Recidivism Report published in 2015 on behalf of the State of Maine Judicial Branch "interviewees consistently stated the best thing about the domestic violence docket was having all the players in one room because it ensured everyone—including the offender—was on the same page. This was identified as the number one factor in increasing accountability for domestic violence offenders over those who were not required to participate in a domestic violence docket. Interviewees also stated a need for more training, not only specific to domestic violence dockets but on domestic violence in general, particularly for those who do not receive such training as part of their professional requirements."

This would also ease the burden placed on the Domestic Violence Prosecutor who is currently required to be in a General Sessions courtroom four days a week working domestic cases. Having a dedicated number of days specifically for domestic cases would allow her more time to work with her support team: the victim-witness coordinator, the FJC staff, and their partner agencies, and to form a more meaningful relationship with victims of domestic crimes which will

enhance the likelihood of them being willing to come to court and testify against their perpetrator. Since the funding of a domestic violence prosecutor, she has worked over 628 cases. The victim-witness coordinator has also worked with 319 cooperative victims. The number of cooperative victims could increase if they had greater access to the prosecutor, who would have more time to work with them, should she be in court fewer days each week.

The Anderson County Family Justice Center (ACFJC), which opened in July of 2021, has reported a marked increase in the number of victims they have served. In their first year open and operational they served 187 clients. They are currently on track to serve nearly double that number, serving 168 in the first half of this fiscal year. ACFJC staff alone helped with 48 ex-parte order of protection requests (this does not include the YWCA ex-parte numbers) in FY21-22 and have assisted in 23 in the last three months of the new fiscal year (again does not include the YWCA's assistance on site).

Having dedicated court dates for domestic cases would also be highly beneficial for victims as it would make it a lot easier for support staff who work with victims to always be in court surrounding the survivor with support both in the courtroom and out. For example, the victim-witness coordinator, an advocate from an advocacy program like the YWCA, and FJC staff could be available to share/provide resources for victims in the courtroom. The Bureau of Justice has identified the coordinated approach of surrounding a victim with services as the best way to keep victims from returning to violence, while also increasing the likelihood of prosecution, as the victim feels heard and supported. This helps achieve that goal in coordination with the ACJFC, while not being in the ACFJC building.

It is also well-known that interventions for offenders are limited in Anderson County. We do have many victims who request a perpetrator be required to attend a Batterer's Intervention Program (BIP). Many maintain the hope that with education, change is possible. The only program available is in Knoxville and, due to transportation or financial barriers, a trip to Knoxville consistently is not feasible. It would be beneficial to study the outcomes of BIP and investigate the possibility of getting a program started in Anderson County to assist these families seeking additional support.

Therefore, the purpose of this grant is to continue providing an individual DV Court Coordinator to assist the court with concerns relating to offender accountability and increasing victim safety.

PURPOSE

Goal 1: Increase offender accountability.

Objective 1.1: Mandate defendants/respondents to attend a Certified Batterer's Program when ordered by the court.

Objective 1.2: Impose swift penalties for noncompliance.

Objective 1.3: Mandate defendants/respondents to complete mental health and/or alcohol and drug assessments and follow any recommendations when ordered by the court.

- Goal 2:** Enhance safety for victims and their children by strengthening support systems.
- Objective 2.1:** Connect victims to advocacy services within the community.
- Objective 2.2:** Increase victims' satisfaction with the court process.
- Objective 2.3:** Increase the number of firearm declaration forms completed by defendants/respondents.

ACTIVITIES

- Objective 1.1:** Mandate defendants/respondents to attend a Certified Batterer's Program when ordered by the court.

Activities: The Anderson County DV Court Coordinator will provide each defendant/respondent whom the court orders to attend a BIP with the appropriate BIP registration information. The DV Court Coordinator will also track those who are ordered to attend and follow up with BIP.

- Objective 1.2:** Impose swift penalties for noncompliance.

Activities: The DV Court Coordinator will assist in developing a compliance review docket. At each compliance docket, the DV Court judge monitors each defendant/respondent for compliance with orders to BIP and any other orders to comply with supervised and unsupervised probation.

- Objective 1.3:** Mandate defendants/respondents to complete mental health and/or alcohol and drug assessments when necessary and follow any recommendations when ordered by the court.

Activities: The Anderson County DV Court process will notify the service provider(s) of the court-ordered mental health and/or alcohol and drug assessment(s) and provide defendants/respondents with instructions and intake appointments. The DV Court Coordinator will track for compliance with assessment(s) and verify the completion of any requirements.

- Objective 2.1:** Connect victims to advocacy services.

Activities: The Anderson County DV Court process will connect all victims of domestic violence in need of services to the Anderson County Family Justice Center for orders of protection and/or other service needs.

- Objective 2.2:** Increase victims' satisfaction with the court process.

Activities: The Anderson County DV Court Coordinator will track all domestic violence cases within the Anderson County General Sessions Court, including civil

and criminal actions. The DV Court Coordinator will communicate with the FJC and the DA's Office Victim Witness Coordinator, collecting data related to the needs and wishes of victims regarding the court process.

Objective 2.3: The DV Court process will increase the number of firearms declaration forms completed by defendants/respondents.

Activities: The DVCC will examine and verify the completed form is filed within the 48-hour requirement by law.

IMPLEMENTATION TIMELINE FOR ACCOMPLISHING KEY GRANT ACTIVITIES

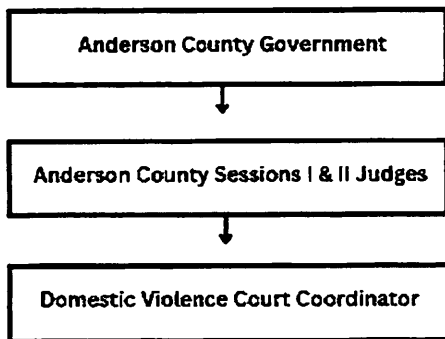
Activity/ Output	Position of Person Completing	Due Date for Completion
Develop a 2024-2025 and 2025-2026 DV Court Calendar	DV Court Coordinator	July 19, 2024 July 19, 2025
Develop a DV Court Core Team Calendar	DV Court Coordinator	July 19, 2024 July 19, 2025 (monthly meetings)
Develop a DV Court Stakeholder Calendar	DV Court Coordinator	July 19, 2024 July 19, 2025 (Quarterly meetings)
Begin coordinating with Anderson County Chancery Court, implementing DV Court procedures	DV Court Coordinator	Ongoing
Maintain contact with BIP Facilitators regarding referrals and compliance	DV Court Coordinator	Ongoing
Maintain contact with Probation Department regarding compliance	DV Court Coordinator	Ongoing
Continue contact with service providers regarding completion of assessment(s) and recommendations	DV Court Coordinator	Ongoing
Assist as needed to develop and maintain the DV Court Docket	DV Court Coordinator	Ongoing
Assist as needed to process and handle all domestic violence case paperwork	DV Court Coordinator	Ongoing
Will work to assist with the DV Court Compliance Docket	DV Court Coordinator	Ongoing
Attend CCR	DV Court Coordinator	Monthly when available

Maintain secure Excel spreadsheet accessible only to DV Court	DV Court Coordinator	Ongoing
Complete STOP Grant Reports	DV Court Coordinator	July 19, 2024 July 19, 2025

INPUTS

In order to make this project successful, we must have funding for the Domestic Violence Court Coordinator along with the funds to cover their needs (supplies) to complete their job requirements, travel and training funds for that position and core team, the support of county government and core team members.

ORGANIZATIONAL CHART



Anderson County Courts, Sessions I & II Domestic Violence Court Coordinator Job Description

Job Title: Domestic Violence Court Coordinator
Immediate Supervisor: Judge Bowling & Judge Tuck

Position Summary

This position has been designed to assist with maintaining the DV Court docket, civil compliance, and criminal docket in relation to domestic violence cases. The DV Court Coordinator is responsible for the reporting associated with this position and is under the supervision of Anderson County General Sessions Judges Bowling and Tuck. Duties include, but are not limited to: convening meetings of the Domestic Violence Court Core Team and Stakeholders; drafting and revising DVC policies and procedures; completing grant goals and objectives according to proposed timelines; implementing innovative court programs related to improving the response to domestic violence; ensuring compliance with all grant requirements; compiling statistics and preparing all grant reports; coordinating services with local agencies and partners; receiving revised orders, and continue working toward the implementation and completing all other tasks and duties as assigned and required. This is a full-time position (40 hours per week).

Specific Responsibilities

- Ensures completion of grant goals, objectives, and requirements
- Compiles data/statistics and prepares all grant reports
- Assists with DV Court docket, civil compliance, and criminal docket relating to DV cases
- Provides each respondent and offender mandated to BIP with the appropriate BIP registration information
- Contacts and coordinates with BIP providers regarding BIP referrals and compliance
- Provides support to the probation department regarding compliance
- Assists probation to provide each respondent and offender mandated to obtain mental health and/or alcohol drug assessment(s) with appropriate information
- Assists with the DV court schedule, develops stakeholder and core team meeting calendar
- Processes and maintains all grant-related domestic violence case paperwork
- Coordinates and tracks any victims of DV in need of services to the Anderson County Family Justice Center (FJC) for Orders of Protection and linkage to service providers
- Communicates with the FJC and DV court providers regarding the needs and wishes of victims regarding the court process, and responds to those needs
- Participates in the Anderson County Coordinated Community Response Team
- Performs other duties as directed by Anderson County General Sessions Judges Bowling and Tuck

Preferred Knowledge, Skill, and Qualifications

- Experience in working with individuals and families
- Knowledge of best practices relating to family violence which includes identification, safety, confidentiality, and program development.
- Ability to work as part of a fast-paced multi-disciplinary team which includes the ability to establish and maintain effective working relationships with diverse persons including law enforcement, criminal justice professionals, social service agencies, and other systems that impact service delivery for victims of child abuse, domestic and sexual violence, and elder abuse.
- Knowledge of the criminal justice and social service system.
- Skill in problem-solving, decision-making, and conflict resolution.
- Ability to communicate effectively, both verbally and in writing, with diverse groups of individuals

Minimum Training and Experience

- Prefer a history that reflects a commitment to victim services (can be shown through community volunteerism or active involvement in clubs/organizations that advocate for the rights of victims/survivors of crime).
- Prefer an associate or bachelor's (preferable) degree in psychology, social work, or related field, OR have experience (paid or unpaid) working in the non-profit realm, preferably in the field of child abuse, sex crimes, human trafficking, or domestic violence.

<p>Domestic Violence Court Coordinator Supervisors: Judge Bowling & Judge Tuck</p>

Position Summary

The Domestic Violence Court Coordinator (DVCC) supervisors are primarily responsible for monitoring the activities of the Domestic Violence Court Coordinator. This supervision will be documented for time-tracking purposes, as this time will be used as a grant match. In this role the Judges will attend meetings with the DVCC to ensure compliance with grant activities, they will attend meetings related to the DVCC position and the Domestic Violence Court Docket, as well as meetings with the DVCC planning team/steering committee. The supervisors may document time spent on in-person meetings, as a group or one-on-one, concerning the position, or via online means. Time spent on emailing, calls, or other related supervision activities can and will also be tracked to ensure the match is correctly documented for monitoring purposes.

GRANT FUNDING ADVISEMENT

This position is funded by a grant from Office of Criminal Justice Programs and expires June 30, 2026. Continued funding may become available based on program results.

DATA COLLECTION PROCEDURE

The DV Court Coordinator will track all civil and criminal DV cases assigned to the position by the judges and outcomes in a locked Excel spreadsheet. The DV Court Coordinator will develop the appropriate surveys and questionnaires to obtain feedback from professional court participants/attorneys, domestic violence victims, and service providers regarding a domestic violence court. Those results will be presented to the core team, the CCR Team and to OCJP as requested.

COLLABORATION ACTIVITIES

The DV Court Coordinator will collaborate with: Anderson County General Sessions Clerk (Rex Lynch, Clerk; 865-463-6821), Anderson County Family Justice Center (Melissa Miller, Executive Director, 865-298-3129), 7th Judicial District Attorney General's Office (General Dave Clark 865-457-5640, ADA DVP Elaine Herrera, 865-457-5640), Anderson County General Sessions Division I (Judge Victoria Bowling 865-264-6323), Anderson County General Sessions Division II (Judge Matthew Tuck 865-482-0081), Anderson County Sheriff's Office (Russell Barker, Sheriff; 865-457-6255), Clinton Police Department (Vaughn Becker, Chief; 865-457-3112), Norris Police Department (Michael Poole, Chief; 865-494-0880), Oliver Springs Police Department (David Laxton, Chief; 865-435-7274), Rocky Top Police Department (John Thomas, Chief; 865-426-7404) and the Anderson County Mayor's Office (Terry Frank, Mayor; 865-457-5400), Anderson County Public Defender's Office (Ann Coria, District Public Defender; 865-457-0006), Healing the Home BIP (Seema Singh 865-443-3980), New Purpose (Chris Tackett and Alan Roberts, 865-264-4455), Ridgeview Behavioral Health (Nathan Zieger and Michael Yates 865-482-1076), and PSI Probation (Chad McNabb, Director; 865-463-7885) to maintain a strong team relationship. These relationships are instrumental in assessing the needs and establishing an implementation plan. The DVCC will also collaborate with all members of the CCR Team, ACFJC Collaborative, and will attend all regularly scheduled meetings.

INTENDED OUTPUTS (Products)

Increased accountability for offenders through required attendance to BIP, completion of mental health and/or alcohol and drug assessments and recommendations, and developing and maintaining a scheduled compliance docket.

Increased safety for victims of domestic violence by having a smaller docket and fewer people present in the courtroom. Increased safety will also come with the additional oversight of perpetrators by the BIP, probation, service providers, and the regular reviewing of cases.

Increased community collaboration through the efforts of the DV Court Coordinator who:

- Is responsible for planning, organizing, coordinating, and monitoring the non-judicial activities of the Domestic Violence Court Program.
- Serves as a liaison for the Domestic Violence Court.
- Completes process and outcome evaluations for the program.
- Coordinates collaborative efforts through one-on-one meetings, stakeholder surveys, focus groups, attendance at community meetings, and participation in the Anderson County CCR and the Anderson County Family Justice Center's Collaborative meetings.
- Monitors offender compliance and shares results with the team.

Offender Accountability:

- Because of consistent and regular meetings with judges and program staff, all domestic violence offenders can expect a uniform response to domestic hearings.
- Repeat offenders can expect increased penalties due to the greater visibility that results from the smaller dockets and a dedicated staff on Domestic Violence Court day.
- A Batterers Intervention Program (BIP) implemented when ordered by the court or as part of probation will increase offender accountability due to monitoring and may result in reduced recidivism through specialized education.

Increased Victim Safety:

- The more specialized nature of a domestic violence court means that victims are more likely to participate and follow through with the court process because a specialized team is sensitive to and understanding of the nuances and complexities of domestic violence.
- Smaller dockets handled by a team who consistently works together in the courtroom will be able to bring a case to a conclusion in a timelier manner. This reduces the time a perpetrator has to potentially intimidate their victim. A small docket with fewer cases means more privacy for victims, as well.
- Victims who understand their resources and have immediate access to supportive community agencies/resources can increase their safety and that of their family and community. Many of the agencies that would like to attend court daily to serve victims do not have the staffing available to do so. A dedicated DV Court docket allows all of those agencies to come to the courthouse and provide services as needed. For example, the YWCA has an advocate come to court to share their resources. The Anderson County Family Justice Center has staff available to discuss resources and do intakes off-site at

the courthouse, if needed. The victim-witness coordinator is available during docket days to assist in next steps.

Case Review:

- Ideally, we would like to see the creation of a high risk intervention team that meets and works collaboratively through the domestic violence court, specifically during team meetings (once court operations are smooth and standardized).
- We would also like to see a flagging system created and utilized to enhance victim safety and to increase awareness.

INTENDED OUTCOMES (Results)

The intended outcome of this project will be to have a successful domestic violence court that focuses on offender accountability and victim safety. This began with the hiring of a Domestic Violence Court Coordinator who has been working with partnering agencies to create and implement a Domestic Violence Court and to get a Batterers Intervention Program running to ensure victim safety, offender accountability, and higher rates of prosecution. The implementation of this program will result in higher rates of offenders participating in a BIP, increased numbers of offenders gaining access to resources that have been proven to reduce recidivism. It also allows victims to receive the support and services they need to thrive as survivors of domestic violence. Access to resources for both victims and offenders increases community safety.

PROJECT SUMMARY (Mandatory)

Applicants must provide a project summary that includes the applicant's name, title of project, the goals of the project, type of programs to be implemented, a brief description of strategies to be used, major deliverables, and coordination plans. The project summary must not exceed one-half page, or 400-500 words.

The Anderson County Sessions I & II Judges Office initially applied for funding that allowed for the implementation of the Anderson County Domestic Violence Court Planning Grant. The project's goal was the formation of a separate Domestic Violence Court in Anderson County designed to further enhance the safety and support of victims navigating the court system and to ensure perpetrators are connected to resources that enhance community safety and decrease recidivism rates, among other positive outcomes. This process began with the hiring of a Domestic Violence Court Coordinator. This position is responsible for planning, organizing, coordinating, and monitoring the non-judicial activities of the Domestic Violence Court Program. In addition to being a liaison for the Domestic Violence Court, the Domestic Violence Court Coordinator completes process and outcome evaluations for the program. Coordination happens in one-on-one meetings, through stakeholder surveys, focus groups, attendance at community meetings, and through participation in the Anderson County CCR and the Anderson County Family Justice Center's Collaborative meetings. This position has brought a Batterers Intervention Program to Anderson County, organized monthly team meetings, created a DV Court system, and the efforts made by the DVCC have resulted in a collaborative team of partner agencies who work with victims and offenders utilizing best practices, to make Anderson County a safer community. This grant sustains and supports the Domestic Violence Court program in Anderson County as it continues to maintain a domestic violence court and, as the community identifies and

23-0124 A1
ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(PAGE 10)

implements new programs, the grant will allow the DVCC to continue monitoring offender compliance, and maintaining community partner support for the domestic violence court in its many endeavors.

UPON COMPLETION OF THIS SCOPE OF SERVICE/NARRATIVE SAVE A COPY AND SUBMIT IT ALONG WITH YOUR BUDGET FORM TO OCJP VIA THE E-MAIL NOTED IN SOLICITATION.

245.0036

Anderson County Government Employee EMT Class Agreement

This Tuition Agreement is made on August 12th, 2024 by and between,
Grace Hayden (Employee) and Anderson County Emergency Medical Services
(ACEMS).

Whereas Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee is attending the EMT program conducted by ACEMS, beginning on or about September 9th, 2024 and ending on or about November 13th, 2024. Class time is Monday through Friday from 0800-1700 (8:00AM-5:00PM) for approximately ten (10) weeks.

Witnesseth:

Section 1: Mutual Covenants. ACEMS will pay for the Employee's EMT Class provided the Employee successfully completes the course, and remains in the class Full Time. The Employee agrees to pay five hundred dollars (\$500.00) to ACEMS if he or she drops out, does not successfully complete the course, or does not attend Full Time. The Employee also agrees and hereby authorizes that ACEMS shall be permitted to have access to his or her grades and progress reports through the duration of the class. Any testing fees or cost after first test attempt will be at the cost of Employee. Employee shall schedule any additional testing in a timely manner not to exceed three (3) weeks from unsuccessful attempt. Employee acknowledges that as with any employee, if he or she is unsuccessful in passing practical or written testing after three (3) attempts then Employee will be separated from employment. In consideration of the EMT Class Agreement and ACEMS's payments of the fees and costs for Employee's EMT Class, Employee also agrees to the following:

If Employee, within twenty-four (24) months after he or she receives State of Tennessee EMT Licensure and begins working for ACME Full Time as a licensed EMT, voluntarily terminates employment with the ACEMS, voluntarily changes employment status to part-time, or has employment terminated by the ACEMS for cause, then Employee shall repay the entire amount of the cost of the EMT Class of Five Thousand Dollars (\$5,000.00) to the ACEMS. All amounts Employee owes to the ACEMS shall be repaid by the Employee to the ACEMS within 12 months of the Employee's last day of full-time employment.

Section 2: Repayment Event. Upon the occurrence of any of the following events ("Repayment Event"):

- a. Employment of the Employee at ACEMS terminates prior to the completion of the Class for any reason whatsoever, including resignation by Employee, or dismissal by Employer with cause.

- b. Employment of the Employee at ACEMS terminates prior to the completion of the twenty-four (24) months after obtaining of EMT State EMS License.
- c. Failure to complete/pass the EMT program.
- d. Failure to obtain state EMT license, after the third testing opportunity.

Section 3: Set-Off. The Employee authorizes and directs ACEMS to set-off any and all amounts owing to ACEMS under this Agreement against any amount owing ACEMS to the Employee, including but not limited to salary, wages, vacation pay, etc.

Section 4: Indemnity. The Employee hereby indemnifies and saves harmless ACEMS from and against any and all suits, claims, actions, damages and other losses which ACEMS suffers or incurs as a result of any governmental taxing authority assessing the reimbursement of the Tuition Payments hereunder as a benefit to the Employee.

Section 5: Release. Employee hereby agrees to release and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Employee's services under this Agreement.

Section 6: Default. In the event of default by the Employee hereto, the County may bring suit against the Employee to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

Section 7: No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by all the parties.

Section 8: Waiver. A failure of any Party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Section 9: Entire Agreement. This Agreement sets forth the entire understanding of the Parties as to the subject matter and may not be modified except in a writing executed by all Parties.

Section 10: Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

Section 11: Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

25-0036

Section 12: Multiple Counterparts; Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the Parties.

Section 13: Jurisdiction. Each Party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Section 14: Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and upon their respective successors, heirs, or assigns.

Section 15: Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

Section 16: Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the Parties.

Section 17: Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Section 18: Assignment. This Agreement is not assignable.

Section 19: Further Documentation. The Parties agree for themselves to execute any and all instruments in writing, which are or may become necessary or proper to carry out the employment relationship, purpose and intent of this Agreement.

For Employee:

Grace Hayden
Signature

Grace Hayden
Print Full Name

Date: 08/08/24

Address: 8106 Chapel Hill Ln

Knoxville, TN 37938

For Anderson County:

Nathan Sweet
Nathan Sweet, Director of Emergency
Medical Services

Date: 8/8/2024

Approved as to Form:

County Law Director

Anderson County Government Employee EMT Class Agreement

This Tuition Agreement is made on August 12th, 2024 by and between,
MISTY GREEN (Employee) and Anderson County Emergency Medical Services
(ACEMS).

Whereas Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee is attending the EMT program conducted by ACEMS, beginning on or about September 9th, 2024 and ending on or about November 13th, 2024. Class time is Monday through Friday from 0800-1700 (8:00AM-5:00PM) for approximately ten (10) weeks.

Witnesseth:

Section 1: Mutual Covenants. ACEMS will pay for the Employee's EMT Class provided the Employee successfully completes the course, and remains in the class Full Time. The Employee agrees to pay five hundred dollars (\$500.00) to ACEMS if he or she drops out, does not successfully complete the course, or does not attend Full Time. The Employee also agrees and hereby authorizes that ACEMS shall be permitted to have access to his or her grades and progress reports through the duration of the class. Any testing fees or cost after first test attempt will be at the cost of Employee. Employee shall schedule any additional testing in a timely manner not to exceed three (3) weeks from unsuccessful attempt. Employee acknowledges that as with any employee, if he or she is unsuccessful in passing practical or written testing after three (3) attempts then Employee will be separated from employment. In consideration of the EMT Class Agreement and ACEMS's payments of the fees and costs for Employee's EMT Class, Employee also agrees to the following:

If Employee, within twenty-four (24) months after he or she receives State of Tennessee EMT Licensure and begins working for ACMEs Full Time as a licensed EMT, voluntarily terminates employment with the ACEMS, voluntarily changes employment status to part-time, or has employment terminated by the ACEMS for cause, then Employee shall repay the entire amount of the cost of the EMT Class of Five Thousand Dollars (\$5,000.00) to the ACEMS. All amounts Employee owes to the ACEMS shall be repaid by the Employee to the ACEMS within 12 months of the Employee's last day of full-time employment.

Section 2: Repayment Event. Upon the occurrence of any of the following events ("Repayment Event"):

- a. Employment of the Employee at ACEMS terminates prior to the completion of the Class for any reason whatsoever, including resignation by Employee, or dismissal by Employer with cause.

- b. Employment of the Employee at ACEMS terminates prior to the completion of the twenty-four (24) months after obtaining of EMT State EMS License.
- c. Failure to complete/pass the EMT program.
- d. Failure to obtain state EMT license, after the third testing opportunity.

Section 3: Set-Off. The Employee authorizes and directs ACEMS to set-off any and all amounts owing to ACEMS under this Agreement against any amount owing ACEMS to the Employee, including but not limited to salary, wages, vacation pay, etc.

Section 4: Indemnity. The Employee hereby indemnifies and saves harmless ACEMS from and against any and all suits, claims, actions, damages and other losses which ACEMS suffers or incurs as a result of any governmental taxing authority assessing the reimbursement of the Tuition Payments hereunder as a benefit to the Employee.

Section 5: Release. Employee hereby agrees to release and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Employee's services under this Agreement.

Section 6: Default. In the event of default by the Employee hereto, the County may bring suit against the Employee to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

Section 7: No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by all the parties.

Section 8: Waiver. A failure of any Party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Section 9: Entire Agreement. This Agreement sets forth the entire understanding of the Parties as to the subject matter and may not be modified except in a writing executed by all Parties.

Section 10: Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

Section 11: Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

25-0037

Section 12: Multiple Counterparts; Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the Parties.

Section 13: Jurisdiction. Each Party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Section 14: Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and upon their respective successors, heirs, or assigns.

Section 15: Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

Section 16: Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the Parties.

Section 17: Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Section 18: Assignment. This Agreement is not assignable.

Section 19: Further Documentation. The Parties agree for themselves to execute any and all instruments in writing, which are or may become necessary or proper to carry out the employment relationship, purpose and intent of this Agreement.

For Employee:

Misty Green
Signature

MISTY GREEN
Print Full Name

Date: 8/9/2024

Address: 444 FOSTER RD

LENOIR CITY, TN
37771

For Anderson County:

Nathan Sweet
Nathan Sweet, Director of Emergency
Medical Services

Date: 8/9/2024

Approved as to Form:

County Law Director

25.0038

Anderson County Government Employee EMT Class Agreement

This Tuition Agreement is made on August 12th, 2024 by and between, Hayley Chandler (Employee) and Anderson County Emergency Medical Services (ACEMS).

Whereas Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee is attending the EMT program conducted by ACEMS, beginning on or about September 9th, 2024 and ending on or about November 13th, 2024. Class time is Monday through Friday from 0800-1700 (8:00AM-5:00PM) for approximately ten (10) weeks.

Witnesseth:

Section 1: Mutual Covenants. ACEMS will pay for the Employee's EMT Class provided the Employee successfully completes the course, and remains in the class Full Time. The Employee agrees to pay five hundred dollars (\$500.00) to ACEMS if he or she drops out, does not successfully complete the course, or does not attend Full Time. The Employee also agrees and hereby authorizes that ACEMS shall be permitted to have access to his or her grades and progress reports through the duration of the class. Any testing fees or cost after first test attempt will be at the cost of Employee. Employee shall schedule any additional testing in a timely manner not to exceed three (3) weeks from unsuccessful attempt. Employee acknowledges that as with any employee, if he or she is unsuccessful in passing practical or written testing after three (3) attempts then Employee will be separated from employment. In consideration of the EMT Class Agreement and ACEMS's payments of the fees and costs for Employee's EMT Class, Employee also agrees to the following:

If Employee, within twenty-four (24) months after he or she receives State of Tennessee EMT Licensure and begins working for ACMEs Full Time as a licensed EMT, voluntarily terminates employment with the ACEMS, voluntarily changes employment status to part-time, or has employment terminated by the ACEMS for cause, then Employee shall repay the entire amount of the cost of the EMT Class of Five Thousand Dollars (\$5,000.00) to the ACEMS. All amounts Employee owes to the ACEMS shall be repaid by the Employee to the ACEMS within 12 months of the Employee's last day of full-time employment.

Section 2: Repayment Event. Upon the occurrence of any of the following events ("Repayment Event"):

- a. Employment of the Employee at ACEMS terminates prior to the completion of the Class for any reason whatsoever, including resignation by Employee, or dismissal by Employer with cause.
- b. Employment of the Employee at ACEMS terminates prior to the completion of the twenty-four (24) months after obtaining of EMT State EMS License.
- c. Failure to complete/pass the EMT program.

d. Failure to obtain state EMT license, after the third testing opportunity.

Section 3: Set-Off. The Employee authorizes and directs ACEMS to set-off any and all amounts owing to ACEMS under this Agreement against any amount owing ACEMS to the Employee, including but not limited to salary, wages, vacation pay, etc.

Section 4: Indemnity. The Employee hereby indemnifies and saves harmless ACEMS from and against any and all suits, claims, actions, damages and other losses which ACEMS suffers or incurs as a result of any governmental taxing authority assessing the reimbursement of the Tuition Payments hereunder as a benefit to the Employee.

Section 5: Release. Employee hereby agrees to release and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Employee's services under this Agreement.

Section 6: Default. In the event of default by the Employee hereto, the County may bring suit against the Employee to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

Section 7: No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by all the parties.

Section 8: Waiver. A failure of any Party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Section 9: Entire Agreement. This Agreement sets forth the entire understanding of the Parties as to the subject matter and may not be modified except in a writing executed by all Parties.

Section 10: Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

Section 11: Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

Section 12: Multiple Counterparts; Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the Parties.

25-0038

Section 13: Jurisdiction. Each Party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Section 14: Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and upon their respective successors, heirs, or assigns.

Section 15: Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

Section 16: Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the Parties.

Section 17: Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Section 18: Assignment. This Agreement is not assignable.

Section 19: Further Documentation. The Parties agree for themselves to execute any and all instruments in writing, which are or may become necessary or proper to carry out the employment relationship, purpose and intent of this Agreement.

For Employee:

Hayley Chandler
Signature

Hayley Chandler
Print Full Name

Date: 8-9-24

Address: 504 Old
Tacoma Hills Rd
Clinton, TN, 37716

For Anderson County:

Nathan Sweet
Nathan Sweet, Director of Emergency
Medical Services

Date: 8/9/24

Approved as to Form:

County Law Director

25-0039

Anderson County Government Employee EMT Class Agreement

This Tuition Agreement is made on August 12th, 2024 by and between,
Chloe Seiber (Employee) and Anderson County Emergency Medical Services
(ACEMS).

Whereas Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee is attending the EMT program conducted by ACEMS, beginning on or about September 9th, 2024 and ending on or about November 13th, 2024. Class time is Monday through Friday from 0800-1700 (8:00AM-5:00PM) for approximately ten (10) weeks.

Witnesseth:

Section 1: Mutual Covenants. ACEMS will pay for the Employee's EMT Class provided the Employee successfully completes the course, and remains in the class Full Time. The Employee agrees to pay five hundred dollars (\$500.00) to ACEMS if he or she drops out, does not successfully complete the course, or does not attend Full Time. The Employee also agrees and hereby authorizes that ACEMS shall be permitted to have access to his or her grades and progress reports through the duration of the class. Any testing fees or cost after first test attempt will be at the cost of Employee. Employee shall schedule any additional testing in a timely manner not to exceed three (3) weeks from unsuccessful attempt. Employee acknowledges that as with any employee, if he or she is unsuccessful in passing practical or written testing after three (3) attempts then Employee will be separated from employment. In consideration of the EMT Class Agreement and ACEMS's payments of the fees and costs for Employee's EMT Class, Employee also agrees to the following:

If Employee, within twenty-four (24) months after he or she receives State of Tennessee EMT Licensure and begins working for ACMEs Full Time as a licensed EMT, voluntarily terminates employment with the ACEMS, voluntarily changes employment status to part-time, or has employment terminated by the ACEMS for cause, then Employee shall repay the entire amount of the cost of the EMT Class of Five Thousand Dollars (\$5,000.00) to the ACEMS. All amounts Employee owes to the ACEMS shall be repaid by the Employee to the ACEMS within 12 months of the Employee's last day of full-time employment.

Section 2: Repayment Event. Upon the occurrence of any of the following events ("Repayment Event"):

- a. Employment of the Employee at ACEMS terminates prior to the completion of the Class for any reason whatsoever, including resignation by Employee, or dismissal by Employer with cause.
- b. Employment of the Employee at ACEMS terminates prior to the completion of the twenty-four (24) months after obtaining of EMT State EMS License.
- c. Failure to complete/pass the EMT program.

d. Failure to obtain state EMT license, after the third testing opportunity.

Section 3: Set-Off. The Employee authorizes and directs ACEMS to set-off any and all amounts owing to ACEMS under this Agreement against any amount owing ACEMS to the Employee, including but not limited to salary, wages, vacation pay, etc.

Section 4: Indemnity. The Employee hereby indemnifies and saves harmless ACEMS from and against any and all suits, claims, actions, damages and other losses which ACEMS suffers or incurs as a result of any governmental taxing authority assessing the reimbursement of the Tuition Payments hereunder as a benefit to the Employee.

Section 5: Release. Employee hereby agrees to release and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Employee's services under this Agreement.

Section 6: Default. In the event of default by the Employee hereto, the County may bring suit against the Employee to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

Section 7: No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by all the parties.

Section 8: Waiver. A failure of any Party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Section 9: Entire Agreement. This Agreement sets forth the entire understanding of the Parties as to the subject matter and may not be modified except in a writing executed by all Parties.

Section 10: Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

Section 11: Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

Section 12: Multiple Counterparts; Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the Parties.

Section 13: Jurisdiction. Each Party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Section 14: Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and upon their respective successors, heirs, or assigns.

Section 15: Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

Section 16: Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the Parties.

Section 17: Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Section 18: Assignment. This Agreement is not assignable.

Section 19: Further Documentation. The Parties agree for themselves to execute any and all instruments in writing, which are or may become necessary or proper to carry out the employment relationship, purpose and intent of this Agreement.

For Employee:

Chloe Seiler
Signature

Chloe Seiber
Print Full Name

Date: 8/9/24

Address: 300 Fairground
Rd, Rocky Top,
TN 37769

For Anderson County:

Nathan Sweet
Nathan Sweet, Director of Emergency
Medical Services

Date: 8/9/24

Approved as to Form:

County Law Director

Anderson County Government Employee EMT Class Agreement

This Tuition Agreement is made on August 12th, 2024 by and between, Katelyn Clayton (Employee) and Anderson County Emergency Medical Services (ACEMS).

Whereas Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee is attending the EMT program conducted by ACEMS, beginning on or about September 9th, 2024 and ending on or about November 13th, 2024. Class time is Monday through Friday from 0800-1700 (8:00AM-5:00PM) for approximately ten (10) weeks.

Witnesseth:

Section 1: Mutual Covenants. ACEMS will pay for the Employee's EMT Class provided the Employee successfully completes the course, and remains in the class Full Time. The Employee agrees to pay five hundred dollars (\$500.00) to ACEMS if he or she drops out, does not successfully complete the course, or does not attend Full Time. The Employee also agrees and hereby authorizes that ACEMS shall be permitted to have access to his or her grades and progress reports through the duration of the class. Any testing fees or cost after first test attempt will be at the cost of Employee. Employee shall schedule any additional testing in a timely manner not to exceed three (3) weeks from unsuccessful attempt. Employee acknowledges that as with any employee, if he or she is unsuccessful in passing practical or written testing after three (3) attempts then Employee will be separated from employment. In consideration of the EMT Class Agreement and ACEMS's payments of the fees and costs for Employee's EMT Class, Employee also agrees to the following:

If Employee, within twenty-four (24) months after he or she receives State of Tennessee EMT Licensure and begins working for ACMEs Full Time as a licensed EMT, voluntarily terminates employment with the ACEMS, voluntarily changes employment status to part-time, or has employment terminated by the ACEMS for cause, then Employee shall repay the entire amount of the cost of the EMT Class of Five Thousand Dollars (\$5,000.00) to the ACEMS. All amounts Employee owes to the ACEMS shall be repaid by the Employee to the ACEMS within 12 months of the Employee's last day of full-time employment.

Section 2: Repayment Event. Upon the occurrence of any of the following events ("Repayment Event"):

- a. Employment of the Employee at ACEMS terminates prior to the completion of the Class for any reason whatsoever, including resignation by Employee, or dismissal by Employer with cause.
- b. Employment of the Employee at ACEMS terminates prior to the completion of the twenty-four (24) months after obtaining of EMT State EMS License.
- c. Failure to complete/pass the EMT program.

d. Failure to obtain state EMT license, after the third testing opportunity.

Section 3: Set-Off. The Employee authorizes and directs ACEMS to set-off any and all amounts owing to ACEMS under this Agreement against any amount owing ACEMS to the Employee, including but not limited to salary, wages, vacation pay, etc.

Section 4: Indemnity. The Employee hereby indemnifies and saves harmless ACEMS from and against any and all suits, claims, actions, damages and other losses which ACEMS suffers or incurs as a result of any governmental taxing authority assessing the reimbursement of the Tuition Payments hereunder as a benefit to the Employee.

Section 5: Release. Employee hereby agrees to release and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Employee's services under this Agreement.

Section 6: Default. In the event of default by the Employee hereto, the County may bring suit against the Employee to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

Section 7: No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by all the parties.

Section 8: Waiver. A failure of any Party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Section 9: Entire Agreement. This Agreement sets forth the entire understanding of the Parties as to the subject matter and may not be modified except in a writing executed by all Parties.

Section 10: Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

Section 11: Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

Section 12: Multiple Counterparts; Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the Parties.

25 00410

Section 13: Jurisdiction. Each Party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Section 14: Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and upon their respective successors, heirs, or assigns.

Section 15: Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

Section 16: Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the Parties.

Section 17: Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Section 18: Assignment. This Agreement is not assignable.

Section 19: Further Documentation. The Parties agree for themselves to execute any and all instruments in writing, which are or may become necessary or proper to carry out the employment relationship, purpose and intent of this Agreement.

For Employee:

Katelyn Claxton
Signature

Katelyn Claxton
Print Full Name

Date: 08/09/2024

Address: 511 E. Ash St

LaFollette, TN 37760

For Anderson County:

Nathan Sweet
Nathan Sweet, Director of Emergency
Medical Services

Date: 8/9/24

Approved as to Form:

County Law Director

25.0041

Anderson County Government Employee EMT Class Agreement

This Tuition Agreement is made on August 12th, 2024 by and between,
Dylan Fisher (Employee) and Anderson County Emergency Medical Services
(ACEMS).

Whereas Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee is attending the EMT program conducted by ACEMS, beginning on or about September 9th, 2024 and ending on or about November 13th, 2024. Class time is Monday through Friday from 0800-1700 (8:00AM-5:00PM) for approximately ten (10) weeks.

Witnesseth:

Section 1: Mutual Covenants. ACEMS will pay for the Employee's EMT Class provided the Employee successfully completes the course, and remains in the class Full Time. The Employee agrees to pay five hundred dollars (\$500.00) to ACEMS if he or she drops out, does not successfully complete the course, or does not attend Full Time. The Employee also agrees and hereby authorizes that ACEMS shall be permitted to have access to his or her grades and progress reports through the duration of the class. Any testing fees or cost after first test attempt will be at the cost of Employee. Employee shall schedule any additional testing in a timely manner not to exceed three (3) weeks from unsuccessful attempt. Employee acknowledges that as with any employee, if he or she is unsuccessful in passing practical or written testing after three (3) attempts then Employee will be separated from employment. In consideration of the EMT Class Agreement and ACEMS's payments of the fees and costs for Employee's EMT Class, Employee also agrees to the following:

If Employee, within twenty-four (24) months after he or she receives State of Tennessee EMT Licensure and begins working for ACMEs Full Time as a licensed EMT, voluntarily terminates employment with the ACEMS, voluntarily changes employment status to part-time, or has employment terminated by the ACEMS for cause, then Employee shall repay the entire amount of the cost of the EMT Class of Five Thousand Dollars (\$5,000.00) to the ACEMS. All amounts Employee owes to the ACEMS shall be repaid by the Employee to the ACEMS within 12 months of the Employee's last day of full-time employment.

Section 2: Repayment Event. Upon the occurrence of any of the following events ("Repayment Event"):

- a. Employment of the Employee at ACEMS terminates prior to the completion of the Class for any reason whatsoever, including resignation by Employee, or dismissal by Employer with cause.

25-0041

- b. Employment of the Employee at ACEMS terminates prior to the completion of the twenty-four (24) months after obtaining of EMT State EMS License.
- c. Failure to complete/pass the EMT program.
- d. Failure to obtain state EMT license, after the third testing opportunity.

Section 3: Set-Off. The Employee authorizes and directs ACEMS to set-off any and all amounts owing to ACEMS under this Agreement against any amount owing ACEMS to the Employee, including but not limited to salary, wages, vacation pay, etc.

Section 4: Indemnity. The Employee hereby indemnifies and saves harmless ACEMS from and against any and all suits, claims, actions, damages and other losses which ACEMS suffers or incurs as a result of any governmental taxing authority assessing the reimbursement of the Tuition Payments hereunder as a benefit to the Employee.

Section 5: Release. Employee hereby agrees to release and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Employee's services under this Agreement.

Section 6: Default. In the event of default by the Employee hereto, the County may bring suit against the Employee to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

Section 7: No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by all the parties.

Section 8: Waiver. A failure of any Party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Section 9: Entire Agreement. This Agreement sets forth the entire understanding of the Parties as to the subject matter and may not be modified except in a writing executed by all Parties.

Section 10: Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

Section 11: Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

25-0041

Section 12: Multiple Counterparts; Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the Parties.

Section 13: Jurisdiction. Each Party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

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Section 18: Assignment. This Agreement is not assignable.

Section 19: Further Documentation. The Parties agree for themselves to execute any and all instruments in writing, which are or may become necessary or proper to carry out the employment relationship, purpose and intent of this Agreement.

For Employee:



Signature

Dylan Fisher

Print Full Name

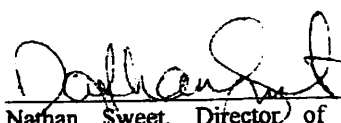
Date: 8/9/2024

Address: 9005 Hunter

Valley Ln, Knoxville,

TN, 37922

For Anderson County:



Nathan Sweet, Director of Emergency
Medical Services

Date: 8/9/24

Approved as to Form:

County Law Director



ENDOWMENT GRANT CONTRACT

Begin Date July 1, 2023	End Date September 30, 2024	Agency Tracking # 34307-32825	Edison ID		
Public Chapter 418	Bill # 1545	Section 60	Item 29		
Grantee Legal Entity Name Anderson County EMS			Edison Vendor ID 4145		
Service Caption (one line only) Provide funding for essential equipment purchases to licensed ambulance services in Tennessee per HB1545. (DGA #83101)					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2024	\$134,180.10				\$134,180.10
2025	-0-				-0-
TOTAL:	\$134,180.10				\$134,180.10
Ownership/Control					
<input type="checkbox"/> African American <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Female <input type="checkbox"/> Person w/Disability <input type="checkbox"/> Small Business <input type="checkbox"/> Government <input type="checkbox"/> NOT Minority/Disadvantaged <input checked="" type="checkbox"/> Other: County					
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive selection Request for Application (RFA) #34307-32724 was completed. <input type="checkbox"/> Non-competitive selection					
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.				CPO USE - EG	
Speed Chart (optional) HL00019216	Account Code (optional) 070050				

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
ANDERSON COUNTY EMS**

This Grant Contract, by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Anderson County EMS, hereinafter referred to as the "Grantee," is for the provision of to provide funding for essential equipment purchases to licensed ambulance services in Tennessee per HB1545, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

The Grantee is a non-profit.

Grantee Place of Incorporation or Organization: Tennessee

Grantee Edison Vendor ID # 4145

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Service Definitions.
 - a. "Ambulance service" means the principal use of any privately or publicly owned ambulance for the transportation of injured or infirm persons.
- A.3. Service Goals. Pursuant to an amendment to the budget for TN Legislative House Bill 1545 for fiscal year 2023-2024 a competitive grant program was approved to support licensed ambulance services within the state to provide funding for the purchase of equipment.
- A.4. Service Recipients. The ultimate service recipients of this Grant Contract are the general population of this State as needed in an emergency.
- A.5. Service Description. The Grantee shall:
 - a. Hold a current ambulance service license in the State of Tennessee; and
 - b. Submitted an application (Attachment 1) which lists the equipment needed that was evaluated and awarded with this grant contract.
- A.6. All State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest. Access to State data shall be limited to US-based (onshore) resources only. Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 7 has defined to include the People's Republic of China, among others are prohibited. Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.
- A.7. Inspection and Acceptance. Acceptance of the work outlined above will be made by State or its authorized representative. State makes the final determination in terms of acceptance of the equipment being purchased under this Grant Contract.
- A.8. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity

regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
- b. the State grant proposal solicitation as may be amended, if any;
- c. the Grantee's proposal (Attachment 1) incorporated to elaborate supplementary scope of services specifications.

A.9. In the event that the Grantee is subject to an audit in accordance with Section D.19. hereunder, the Grantee shall log in to their account on the Edison Supplier Portal to complete the Information for Audit Purposes (IAP) and End of Fiscal Year (EOFY) eForms.

A.10. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2023 ("Effective Date") and extend for a period of fifteen (15) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Hundred Thirty Four Thousand One Hundred Eighty Dollars and Ten Cents (\$134,180.10) ("Maximum Liability").

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended.

C.3. Payment Methodology – Total Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs, not to exceed the maximum liability established in section C.1. Payment to the Grantee shall be a lump sum made in advance upon approval of this Grant Contract.

C.4. Expenditures and Accounting. The expenditure of funds made available through this Grant Contract shall adhere to the Scope of Services. Said expenditures shall be made during the Grant Contract period and shall not be carried forward. The Grantee shall submit an Expenditures and Accounting report within thirty (30) days following the end of the Grant Contract. Said report shall demonstrate compliance with the Scope of Services and shall be in form and substance acceptable to the State.

C.5. 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.6. Prerequisite Documentation. The Grantee shall not receive the funds under the endowment grant until the State has received the following:

- a. A Grantee completed and signed State provided "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. A Grantee completed and signed 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 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 in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the 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 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 Form to Report Lobbying," 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:

Brandon Ward, Director
Tennessee Department of Health
Office of Emergency Medical Services
665 Mainstream Drive, First Floor
Nashville, TN 37243
Email: brandon.ward@tn.gov
Telephone: (615) 741-4521
Fax: (615) 741-4217

The Grantee:

Nathan Sweet, Director
Anderson County EMS
314 Public Safety Lane
Clinton, TN 37716
Email: nsweet@andersonems.com
Telephone: 865-256-1367

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 such 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, and the Grantee shall 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 twelve inches (12") in height and eighteen inches (18") 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 shall include the statement, "This project is funded under an agreement 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 and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. 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 2 to the Grant Contract.
- D.19. 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 agreement shall not be construed as a waiver or relinquishment of any such 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.20. 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.21. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.22. 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. 23. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D. 24. 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. 25. 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 of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D. 26. 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 hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D. 27. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D. 28. 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 offense 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.29. 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.

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.

IN WITNESS WHEREOF,

ANDERSON COUNTY EMS:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

RALPH ALVARADO, MD, FACP, COMMISSIONER

DATE

Legal Services Justification and Scope of Work

A vacancy currently exists for the position of Law Director of Anderson County. Private Acts, 2006, Chapter No. 77 (attached) does not address a succession plan in the event of a vacancy, however, Section 13. Notes, "The county legislative body may employ special counsel when, in its sole discretion, counsel other than, or in addition to, the law director is needed." The Legal Services Advisory Committee (LSAC) created under the Private Act met on August 8, 2024 to address the vacancy, and initiate a process for selecting a law director. In that meeting, under the provision of Sec. 13, the LSAC recommended that Anderson County enter into a "special counsel contracted services agreement" with Jamie Brooks for the next 90 days, with a proposed salary of \$15,000 per month, effective September 1, 2024.

This agreement is for legal services at a monthly lump sum fee equivalent to the requirements of the Private Act for the position of Law Director. While nothing in this agreement grants supervisory, employment authority over the employees of the Office of the Law Director, this agreement is to fulfill the necessary duties associated of the office due to the vacancy, that includes granting access and use of the physical office when needed, and working with the existing staff of the office to accomplish the duties. It is understood that there may be legal issues or barriers that arise stemming from the current vacancy, and that some duties may not be able to be performed without consultation from the Anderson County Board of Commissioners.



Private Acts of 2006 Chapter 77

Private Acts of 2006 Chapter 77

Private Acts of 2006 Chapter 77

SECTION 1. The Office of the County Law Director for Anderson County, Tennessee, is hereby created and established and shall exist at all times from and after September 1, 2006. The office will be managed and supervised exclusively by the county law director.

SECTION 2. The Legal Services Advisory Committee is hereby created to assist with the implementation and establishment of the Office of the County Law Director and the development of its policies and procedures. The county law director will meet with the advisory committee to update and notify the members of recent legal issues within the county government at regular intervals to be determined by the advisory committee. The advisory committee shall monitor and provide oversight to the Office of the County Law Director and its director for the purpose of providing assistance when needed, evaluation concerns and monitoring for policy compliance purposes. The advisory committee will develop the job description and required qualifications for the law director and staff, and will also develop the selection process for the director's position. Upon two-thirds (2/3) majority vote the advisory committee will select and recommend a candidate for final confirmation by majority vote of the Anderson County legislative body. The voting members of the Legal Services Advisory Committee shall consist of the following elected officials of Anderson County.

1. County mayor,
2. County clerk,
3. Circuit court clerk,
4. Highway superintendent,
5. Assessor of property,
6. Register of deeds,
7. Sheriff,
8. Trustee, and
9. Three (3) members from the county legislative body, as selected by their membership.

The Legal Services Advisory Committee shall select a chairperson and secretary from their membership body. The chairperson shall be responsible for conducting each meeting and the secretary shall record and maintain the official minutes of the committee. These officers shall serve for one-year terms.

Nothing contained within this act shall prohibit the Legal Services Advisory Committee from commencing with their duties under this act prior to September 1, 2006.

SECTION 3. The county law director shall devote his or her full-time legal employment to the duties of the Office of the County Law Director and shall not represent any other clients in the practice of law while holding office as the county law director.

SECTION 4. The law director shall be a licensed Tennessee attorney; graduate of an ABA accredited law school; duly licensed and admitted to practice law in the courts of the State of Tennessee, Federal District Court for the Eastern District of Tennessee, Sixth Circuit Court of Appeals and the United States Supreme Court; and a resident of Anderson County, or capable of becoming a resident within six (6) months of appointment to the position. The Legal Services Advisory Committee is authorized to promulgate and establish additional mandatory job requirements and preferred job requirements for the position of county law director and his or her additional staff members.

SECTION 5. The annual salary of the county law director is hereby established at a minimum floor of ninety percent (90%) of the annual salary paid to the Anderson County General Sessions Court judges and shall be payable out of the general funds of Anderson County in equal installments on the same dates as other general fund employees. The county law director and his or her staff shall be eligible for all employee benefits offered to other Anderson County employees including, but not limited to: all insurance coverage plans and policies; retirement plans; vacation, sick and personal leave; holiday pay; and salary adjustments as authorized and approved by the county legislative body.

SECTION 6. It shall be the duty of the county law director of Anderson County to take the oath of office prescribed for other county officials by the county clerk and appropriate to his or her office before entering upon the discharge of duties, and thereafter to transact all legal business of Anderson County.

SECTION 7. The duties of the county law director shall include, but are not limited to, the following:

- (a) Represent and render legal advice to the county legislative body and all county officials, including, elected and appointed department heads, employees and duly appointed boards, commissions and committees in matters relating to their official work and duties; and
- (b) Represent the county in all litigation, whether the county is suing or being sued in all state or federal courts, administrative boards and commissions; and
- (c) To meet with the county legislative body at all regular and special meetings; and
- (d) To act as the county's delinquent tax attorney upon selection as such by the county trustee and approval by the county mayor, as now provided by law, and without additional compensation. If the law director is selected as the county's delinquent tax attorney, all statutory fees allocated by general law to the county's delinquent tax attorney shall be deposited in the general fund of Anderson County and shall not be retained by the county law director; and
- (e) To draft, and/or approve, contracts, leases, deeds, or other legal instruments to which the county might be a party, or to review same when requested by county officials; and

- (f) To provide legal opinions on matters requested by county officials; and
- (g) To render opinions with regard to public finance obligations such as notes and bonds; and
- (h) To draft policies, procedures, rules and regulations upon the request of county officials, commissions, committees, boards or other governing bodies empowered to consider and/or adopt the same; and
- (i) To represent the county mayor in all fee petitions brought by the officials of the various fee offices; and
- (j) To monitor and evaluate any and all cases assigned to insurance counsel by the county's insurance carrier; and
- (k) To provide annual opinions to auditors regarding pending or threatened claims or litigation, in accordance with standards promulgated by the American Bar Association; and
- (l) In general, to act as general counsel for Anderson County and to perform all duties associated with that position.

SECTION 8. County officials should not employ any attorney other than the county law director to represent the county, or such official, unless additional or substitute counsel is approved by the county legislative body; otherwise, such official shall be personally responsible for the expense of the employment of such attorney. However, nothing contained herein shall prevent any county official, department or office of the county from employing its own counsel, if such official or entity has the power to employ its own counsel by general law and such employment complies with all budget requirements, finance laws and current budgetary appropriations. If a conflict in legal representation develops, the county law director may request that additional or substitute legal counsel be employed by written request to the county commission.

SECTION 9. The Anderson County Attorney's Office and the position of county attorney are hereby abolished and all private acts related to that position are hereby repealed. The county law director shall have the same power and authority, as conferred and mandated by state law, as Tennessee county attorneys have under general law; including, but not limited to, authority to file suit to abate nuisances, authority to remove unfaithful public officers, and the authority to enforce zoning and building code violations. The county law director shall otherwise act as the county attorney with all powers and duties granted to that position by state law. Nothing contained within this act shall be construed as having the effect of removing any incumbent from office or abridging the term of any official prior to the end of the term for which such official was elected.

SECTION 10. All necessary expenses incurred by the county law director in the discharge of his or her official duties shall be paid by Anderson County. All expenses shall be supported by receipted bills, receipts, invoices, and other documents and papers, and examined, audited and approved by the county mayor, or his designee, before payment, providing that they fall within the budget as established by the county legislative body.

SECTION 11. The county law director is hereby authorized to employ such staff members as may be necessary to fulfill his or her duties with the approval of the county legislative body and with salaries to be approved by the county legislative body. Staff members shall be payable out of the general funds of Anderson County in equal installments on the same dates as other general fund employees and shall serve at the pleasure of the county law director.

SECTION 12. The county legislative body shall provide suitable rooms and/or office space, with the necessary appurtenances and conveniences, for the Office of the County Law Director and staff. The county legislative body shall also furnish said office or offices with the appropriate equipment, utilities, furniture, computers and supplies as may be needed by such offices, including appropriate legal research materials and resources, internet capabilities and a law library sufficient to carry out the duties of the county law director.

SECTION 13. The county legislative body may employ special counsel when, in its sole discretion, counsel other than, or in addition to, the law director is needed.

SECTION 14. The county law director may be terminated at any time with two-thirds (2/3) majority vote by the Legal Services Advisory Committee and two-thirds (2/3) subsequent approval by the county legislative body at their next regular scheduled meeting. The county law director will serve at the will of the Legal Services Advisory Committee and the county legislative body.

SECTION 15. All laws, and portions of laws, in conflict with the provisions of this act, including, but not limited to, Chapter 161 of the Private Acts of 1998, and all amendatory and preceding acts thereof in conflict with the provisions of this act be, and the same are, hereby repealed as of September 1, 2006.

SECTION 16. If any provision of this act or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the act which can be given effect without the invalid provision or application, and to that end the provisions of this act are declared to be severable.

SECTION 17. This act shall have no effect unless it is approved by a two-thirds (2/3) vote of the legislative body of Anderson County. Its approval or nonapproval shall be proclaimed by the presiding officer of the Anderson County legislative body and certified to the secretary of state.

SECTION 18. For the purpose of approving or rejecting the provisions of this act, it shall be effective upon becoming a law, the public welfare requiring it. For all other purposes, it shall become effective September 1, 2006, if approved as provided in Section 17.

Passed: February 15, 2006.

**Anderson County Legal Services Advisory Committee
Meeting Minutes: August 8, 2024**

Members Present: Terry Frank, Tracy Wandell, Sabra Beauchamp, Josh Anderson, Tim Shelton, Russell Barker, Regina Copeland, Johnny Alley, and Gary Long

Members Absent: Rex Lynch and Jeff Cole

Others Present: Kim Jeffers-Whitaker, Denise Palmer, Leean Tupper, Robby Holbrook, Nichole Brooks, Shain Vowell, and Annette Prewitt

Terry Frank called the meeting to order at 10:05 a.m.

Members and meeting attendees observed a moment of silence in memory of Jay Yeager.

Commissioner Beauchamp made a motion, seconded by Commissioner Anderson, to approve the minutes of the November 2, 2023, meeting. Motion carried.

Prior to today's meeting, members had received an electronic copy of the meeting agenda, which included a copy of Private Act Chapter No. 77, along with electronic copies of minutes from previous Committee meetings.

Nichole Brooks, Chief Deputy, Anderson County Law Director's Office, provided Committee members with an update about current litigation cases and property maintenance/codes violation cases on file in the office.

Addressing the Vacancy in the Law Director's Office

Mayor Frank read to the Committee members a letter from current Anderson County Chancellor Jamie Brooks, whose term of office ends August 30th, who said he is willing to serve as interim law director.

After much discussion, Gary Long made a motion, seconded by Russell Barker for discussion, to offer Jamie Brooks the interim law director's position effective 9/1/2024 until 2026. After further discussion, Gary Long and Russell Barker withdrew their motion and second.

Tracy Wandell moved that the Legal Services Advisory Committee recommend to Purchasing Committee and Operations Committee that the county enter a "special counsel contracted services agreement" with Jamie Brooks for the next 90 days, with a proposed salary of \$15,000 per month, effective September 1, 2024. Sabra Beauchamp, who seconded the motion, said she wants to make it known that Jamie Brooks and Nichole Brooks have no affiliation with one another. **Motion carried.**

Tim Shelton moved, seconded by Russell Barker, to set a Legal Services Advisory Committee meeting soon to review and approve the job description and hiring process for the position of interim law director before the HR Department posts the job opening and accept applications. **Motion carried.**

Tracy Wandell made a motion, seconded by Gary Long, to authorize Mayor Frank to write a letter to the Cities of Norris and Oak Ridge, to notify the cities that, with the vacancy in the

law director's position, Anderson County does not have the authority to follow through on recent City of Norris and City of Oak Ridge delinquent tax property lawsuits that were filed by Mr. Yeager. **Motion carried.**

Sabra Beauchamp moved to recommend that between now and September 1st Mayor Frank review any county contracts to legal form, and pass them to Nichole Brooks for review, who then will give them to assistant attorney Rachel Wallace for signature. Second by Russell Barker. **Motion carried.**

Tracy Wandell made a motion that the Legal Services Committee notify the State that we are addressing the vacancy in the ombudsman position for the county's Ethics Committee, and that the Ethics Committee reconvene and appoint an ombudsman. Second by Sabra Beauchamp. **Motion carried.**

It was stated that the Anderson County Sheriff's Office can ask County Commission for authorization to contact an attorney (at an hourly rate) for emergency issues, if necessary, between now and September 1st.

Mayor Frank will distribute some dates, and the next meeting will be set.

The meeting was adjourned at 12:15 p.m.