



## **BUDGET COMMITTEE AGENDA**

**April 10, 2025 at 4:00 PM, Room 312**

1. Appearance of Citizens
2. Approval of Agenda
3. Purchasing Contracts with Legal Review
  - A. State of Tennessee, Dept. of Environment & Conservation, Office of Mayor, Contract #25-0114** – Twenty-four-month grant in the amount of \$99,395.63 for Investigation of Brownfield Sites.
  - B. Hicks Construction, Board of Education, Contract #25-0115** – Construction Management contract for the new Anderson County High School Sports Training Center. Total not to exceed \$80,000.
  - C. Catalis, Circuit Court Clerk, Contract #25-0120** – Three-year software agreement. First year fee is \$9854.77 with annual cost increases of 6%.
  - D. State of Tennessee, Department of Emergency Management, Contract #25-0121** – Two-year Emergency Management Grant in the amount of \$32,023.67
  - E. Delta Dental, Board of Trustees, Contract #25-0124** – Two-year contract for Dental Insurance.
  - F. State of Tennessee, Department of Transportation, Office of the Mayor, Contract #25-0126** – Agreement to establish County and TDOT roles for the grant funded Gibbs Ferry Park renovations.
  - G. S&ME Inc, Board of Education, Contract #25-0128** – Construction Materials Testing for the new Claxton Elementary School. Work will be performed throughout the construction project.



## BUDGET COMMITTEE AGENDA

April 10, 2025 at 4:00 PM, Room 312

- H. **State of Tennessee, Department of Energy, EMA, Contract #25-0129** – One-year Off-site Emergency Planning and Response Grant in the amount of \$21,000.
  - I. **State of Tennessee, Department of Veteran Services, Veteran Services, Contract #25-0131** – Non-binding MOU that outlines partnership between the State and the County's Veteran Services Office. To be reviewed every five years or when a new VSO is hired.
  - J. **State of Tennessee, Department of Economic and Community Development, EMS, Contract #25-0132** – Forty-month grant for new EMS Training Facility in the amount of 817,092 with the County providing an equal match.
  - K. **State of Tennessee, Department of Transportation, Office of the Mayor, Contract #25-0133** - \$25,000 Grant for CSX Transportation to complete railroad construction services.
4. Purchasing Contracts Pending Legal Review
- A. **Merit Construction, Board of Education, Contract #25-0127** – New Claxton Elementary School. Construction to be completed within 672 days. Cost is \$27,896,600, negotiated down from \$28,474,000.
  - B. **Studio Four, Office of the Mayor, Contract #25-0134** – Architectural Services for a new EMS Services Center. Base cost is \$108,000 with construction estimated to be completed by October 2026.
  - C. **Mountain View Community Action Corporation, Office of the Mayor, Contract #25-0125** – Five-year lease agreement for \$1 per year.



## BUDGET COMMITTEE AGENDA

**April 10, 2025 at 4:00 PM, Room 312**

5. **Bid Protest-** Zayo Education Networks of America protesting award of School's Erate Managed Internet Access and Telecommunications Services RFP to United Data Technologies.

### 6. Capital Asset Surplus Request

DESCRIPTION	DEPARTMENT	Condition	Starting Bid
2009 Ford Escape	Fleet Services	Operable	\$500
2013 Ford Taurus	Sheriff	Operable	\$500
2015 Dodge Charger	Sheriff	Operable	\$500
2015 Dodge Charger	Sheriff	Inoperable	\$500
1991 Ford E-350 Ambulance	ACCTC	Inoperable – Parts Only	\$200
2004 Chevy Impala	ACCTC	Inoperable – Parts Only	\$200

7. Cash and Fund Balance Report, etc.....Robby Holbrook
8. Consent Agenda.....Transfers, not requiring Commission approval (1-15)
9. AC Schools/Marcus Bullock..... Appropriations & Transfer (16-18)
- 10.Highway/Gary Long..... Appropriation (19)
- 11.Conservation/Ben Taylor..... Appropriation (20)
- 12.Solid Waste/Geoff Trabalka..... Appropriation (21)
- 13.EMS/Nathan Sweet..... Appropriation (22)
- 14.Finance/Robby Holbrook..... Appropriations (23-25)
- 15.Mayor/Terry Frank..... Appropriations (26-31)
- 16.Sheriff's Dept/Russell Barker..... Appropriations & Transfer (32-37)



## **BUDGET COMMITTEE AGENDA**

**April 10, 2025 at 4:00 PM, Room 312**

17. Tourism/Stephanie Wells..... Transfer (38)
18. Library Board/Clinton..... Transfer (39)

### **SECTIONS:**

- Grant Contract Pre-Applications (9) ..... (A)
- AC EMS Station Concept Design/Mayor Frank ..... (B)
- Microsoft Office 365 G3 with MFA/Brian Young ..... (C)
- Vacation Payout Policy/Commissioner Palmer ..... (D)
- FY 25/26 Proposed Budgets/Robby Holbrook..... (E)
- New Business..... (F)
- Unfinished Business.....(G)



**ANDERSON COUNTY GOVERNMENT  
CASH AND FUND BALANCE REPORT  
March 31, 2025**

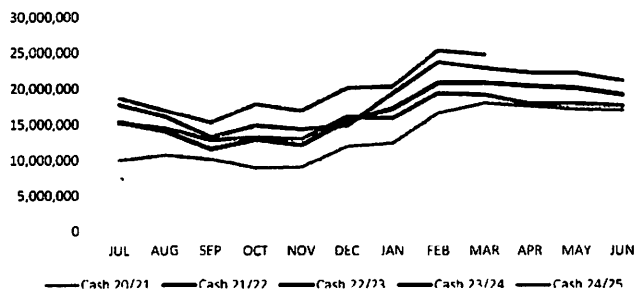
FUND	DESCRIPTION	NON- SPENDABLE	RESTRICTED FUNDS	COMMITTED FUNDS	ASSIGNED FUNDS	UNASSIGNED FUND BALANCE	TOTAL FUND BALANCE	CASH
101	General Fund	\$ -	\$ 2,118,231	\$ 518,537	\$ 4,149,328	\$ 11,062,435 *	\$ 17,848,531	\$ 24,704,451
115	Library Fund	\$ -	\$ 269,205		\$ -	\$ -	\$ 269,205	\$ 429,752
116	Solid Waste/Sanitation Fund	\$ -	\$ 774,553	\$ -	\$ -	\$ -	\$ 774,553	\$ 1,310,692
121	American Rescue Plan							\$ 2,646,771
122	Drug Control Fund	\$ -	\$ 148,377	\$ 8,754	\$ -	\$ -	\$ 157,131	\$ 166,336
127	Channel 95 Fund	\$ -	\$ -	\$ -	\$ 55,114	\$ -	\$ 55,114	\$ 47,242
128	Tourism Fund	\$ -	\$ 438,618	\$ 233,650	\$ 100,000	\$ -	\$ 772,268	\$ 963,897
131	Highway Fund	\$ 75,128	\$ 269,737	\$ 1,141,902	\$ -	\$ -	\$ 1,486,767	\$ 4,048,888
141	General Purpose School Fund	\$ -	\$ -	\$ 10,539,372	\$ -	\$ -	\$ 10,539,372	\$ 23,208,160
143	Central Cafeteria	\$ 88,414	\$ 4,454,127	\$ -	\$ -	\$ -	\$ 4,542,541	\$ 4,722,320
151	General Debt Service Fund	\$ -	\$ 971,128	\$ -	\$ -	\$ -	\$ 971,128	\$ 3,258,262
152	Rural Debt Service Fund	\$ -	\$ 1,173,967	\$ -	\$ -	\$ -	\$ 1,173,967	\$ 1,194,662
156	Education Debt Service Fund	\$ -	\$ 128,972	\$ -	\$ -	\$ -	\$ 128,972	\$ 1,639,621
171	Capital Projects Fund	\$ -	\$ 482,565	\$ -	\$ -	\$ -	\$ 482,565	\$ 796,729
177	Education Capital Projects Fund		\$ 954,077	\$ -	\$ -	\$ -	\$ 954,077	\$ 1,388,325
263	Employee Benefit Fund	\$ 30,555	\$ -	\$ -	\$ 961,103	\$ -	\$ 991,658	\$ 751,005
		\$ 194,097	\$ 12,183,557	\$ 12,442,215	\$ 5,265,545	\$ 11,062,435	\$ 41,147,849	\$ 71,277,113

\* General Unassigned Fund Balance limit of \$6M requiring 2/3 (11) votes for budget amendments.

**Cash Trends  
March**

Cash 20/21	17,967,775
Cash 21/22	19,126,638
Cash 22/23	20,811,036
Cash 23/24	22,844,864
Cash 24/25	24,704,451

**General Fund Cash Trends**



**Local Option Sales Tax - Total Net Collections**

Month	FY2022	FY2023	FY2024	FY2025
July	\$4,100,000	\$4,000,000	\$4,000,000	\$4,200,000
August	\$4,300,000	\$4,000,000	\$4,000,000	\$4,400,000
September	\$3,800,000	\$3,800,000	\$3,800,000	\$4,300,000
October	\$4,000,000	\$3,800,000	\$3,800,000	\$4,200,000
November	\$4,300,000	\$4,200,000	\$4,200,000	\$4,400,000
December	\$4,200,000	\$4,200,000	\$4,200,000	\$4,400,000
January	\$4,600,000	\$4,600,000	\$5,400,000	\$4,600,000
February	\$3,800,000	\$3,800,000	\$4,200,000	\$3,800,000
March	\$3,800,000	\$3,800,000	\$3,800,000	\$4,200,000
April	\$4,400,000	\$4,400,000	\$4,400,000	\$4,200,000
May	\$4,400,000	\$4,400,000	\$4,400,000	\$4,200,000
June	\$4,400,000	\$4,400,000	\$4,400,000	\$4,200,000

## ARPA PROJECTS

ARPA Funding Eligibility Category	REVENUE LOSS	OTHER ELIGIBILITIES	TOTAL			
Total ARPA Allocation	\$ 10,000,000.00	\$ 4,952,074.00	\$ 14,952,074.00			
- Less Budgeted To-Date	\$ (10,012,969.51)	\$ (5,120,393.55)	\$ (15,133,363.06)			
Remaining Allocation	\$ (12,969.51)	\$ (168,319.55)	\$ (181,289.06)			
Interest earned and balance of allocations	\$ 388,688.77	\$ (181,289.06)				
Total Interest Remaining			\$ 207,399.71			
Project Name	BUDGETED	EXPENDED TO-DATE	BUDGETED BUT NOT EXPENDED	PROJECT STATUS	REVENUE LOSS	Date Approved by Commission
1 Employee Retention Payments -Exempt	\$ 85,013.68	\$ 85,013.68	\$ -	Complete	YES	4/18/2022
2 Employee Retention Payments -Non-Exempt	\$ 614,826.78	\$ 614,826.78	\$ -	Complete	NO	4/18/2022
3.1 TN Emergency Broadband Fund Grants -MF Highland	\$ 11,636.84	\$ 11,636.84	\$ -	Complete	YES	2/22/2022
4 GIS Digitized Stormwater System And Outfall Map	\$ 103,060.00	\$ 103,060.00	\$ -	Complete	YES	11/21/2022
5 Comp/Building/Contents/MotorPool	\$ 280,000.00	\$ 280,000.00	\$ -	Complete	YES	8/15/2022
6 Whole Body Scanner for Jail	\$ 135,000.00	\$ 135,000.00	\$ -	Complete	YES	9/20/2021
7 County Paving Projects	\$ 766,991.63	\$ 766,991.63	\$ -	Complete	YES	8/15/2022
7.1 County Paving Projects - New Eligibility	\$ 1,485,844.01	\$ 1,485,844.01	\$ -	Complete	NO	8/15/2022
8 County-wide Assessment for Water & Sewer Planning	\$ 92,000.00	\$ 92,000.00	\$ -	Complete	YES	3/10/2022
9 Claxton Sewerline Study	\$ 30,000.00	\$ 30,000.00	\$ -	Complete	YES	8/15/2022
10 Witness Room/Archives Relocation	\$ 1,019,170.85	\$ 1,019,170.85	\$ -	Complete	YES	8/15/2022
11 Senior Center Kitchen Improvements	\$ 670,200.00	\$ 670,200.00	\$ -	Complete	YES	5/16/2022
12 A/V Technology for Room 118A	\$ 15,182.53	\$ 15,182.53	\$ -	Complete	YES	5/16/2022
15 Other Vehicles on Capital Requests	\$ 224,823.00	\$ 224,823.00	\$ -	Complete	YES	8/15/2022
16 Sheriff's Vehicles for 2 Years	\$ 899,349.03	\$ 899,349.03	\$ -	Complete	YES	8/15/2022
18 Family Justice Center -Building Purchase	\$ 175,000.00	\$ 175,000.00	\$ -	Complete	YES	8/15/2022
19 EMS Stretchers (12)	\$ 398,409.00	\$ 398,409.00	\$ -	Complete	YES	11/21/2022
21 Oak Ridge Fire Dept. Training Center	\$ 273,500.00	\$ 273,500.00	\$ -	Complete	YES	8/15/2022
22 Other County Capital Outlay Requests (e.g., \$10k Judges)	\$ 9,334.76	\$ 9,334.76	\$ -	Complete	YES	8/15/2022
23 Repair Chimes	\$ 18,635.00	\$ 18,635.00	\$ -	Complete	YES	1/17/2023
24 A/V Technology for Room 312	\$ 13,994.24	\$ 13,994.24	\$ -	Complete	YES	3/20/2023
25 Jail Medical Services	\$ 250,000.00	\$ 250,000.00	\$ -	Complete	YES	5/15/2023
26 EMS Budget Fund Balance Adjustment (FY24)	\$ 516,000.00	\$ 516,000.00	\$ -	Complete	YES	6/19/2023
28 Fire Department/Rescue Squad Equipment	\$ 547,389.89	\$ 547,389.89	\$ -	Complete	YES	8/21/2023
29 EMS AED's	\$ 272,669.74	\$ 272,669.74	\$ -	Complete	YES	8/21/2023
30 Claxton Area Repeater	\$ 13,475.23	\$ 13,475.23	\$ -	Complete	YES	8/21/2023
32 Contributions Child Advocacy Center & American Legion	\$ 18,405.00	\$ 18,405.00	\$ -	Complete	YES	3/18/2024
33 County-wide Emergency Communications System	\$ 1,250,000.00	\$ 1,250,000.00	\$ -	Complete	NO	12/18/2023
34 Parks Bobcat	\$ 53,161.25	\$ 53,161.25	\$ -	Complete	YES	5/30/2024
35 Anderson County Fire Commission Funding for Departments	\$ 330,000.00	\$ 330,000.00	\$ -	Complete	YES	5/20/2024
36 Auto Purchases	\$ 170,281.35	\$ 170,281.35	\$ -	Complete	YES	6/17/2024
39 Archives Security Cameras	\$ 13,802.94	\$ 13,802.94	\$ -	Complete	YES	8/19/2024
42 County Auto Purchases	\$ 100,000.00	\$ 100,000.00	\$ -	Complete	YES	11/18/2024
44 Employee Retention Payments 2024	\$ 469,288.25	\$ 469,288.25	\$ -	Complete	YES	12/16/2024
3 TN Emergency Broadband Fund Grants -MF Comcast	\$ 250,000.00	\$ -	\$ 250,000.00	In Progress	YES	2/22/2022
13 IT Infrastructure Needs (e.g., Multi-Factor Authentication)	\$ 150,000.00	\$ 127,200.79	\$ 22,799.21	In Progress	YES	8/15/2022
14 EMS Ambulances for 2 years	\$ 1,346,903.66	\$ 500,511.66	\$ 846,392.00	In Progress	NO	8/15/2022
27 TDEC ARP Water Infrastructure Investment Plan (WIIP)	\$ 379,514.92	\$ 213,074.14	\$ 166,440.78	In Progress	YES	6/19/2023
31 Dental Clinic Redesign/Relocation/Bldg Improvements	\$ 604,000.00	\$ -	\$ 604,000.00	In Progress	YES	9/18/2023
37 EMS Vehicles FY25	\$ 422,819.10	\$ 8,857.10	\$ 413,962.00	In Progress	NO	8/19/2024
38 Sheriff's Vehicles FY25	\$ 571,962.02	\$ 511,294.02	\$ 60,668.00	In Progress	YES	8/19/2024
40 Senior Center Badge System	\$ 11,218.36	\$ 11,053.36	\$ 165.00	In Progress	YES	9/16/2024
41 Blockhouse Valley Recycling Center	\$ 56,500.00	\$ -	\$ 56,500.00	In Progress	YES	10/21/2024
43 Blockhouse Valley Recycling Center	\$ 14,000.00	\$ -	\$ 14,000.00	In Progress	YES	12/16/2024
	\$ 15,133,363.06	\$ 12,698,436.07	\$ 2,434,926.99			

Current Projects as of 3-31-25

## 2024-2025 Grant Inventory for Anderson County Government

Account Codes (101 unless specified)	Department	Description	Amount of Grant	Amnt of matching funds	Grant begin date	Grant end Date	Fed thru State	State	Fed Direct	Grantor	Indirect Cost Recovery
53330	Anderson County Drug Court	TN Certified Recovery Court (TCRCP)	\$ 133,500		7/1/2024	6/30/2025		\$ 133,500		TDMHSAS	\$ 8,260
53600-FJC	District Attorney's Office	Family Justice Center	\$ 200,000		7/1/2024	6/30/2025	\$ 200,000			OCJP/VOCA	\$ 3,685
	District Attorney's Office	JAG - 7th CTF	\$ 70,000		7/1/2024	6/30/2025	\$ 70,000			OCJP	
53600-VOCA	District Attorney's Office	Victim's Coordinator Grant (VOCA)	\$ 130,000		7/1/2024	6/30/2025	\$ 130,000			OCJP/VOCA	
54710-790-EMSE1	EMS	EMS Equipment Grant	\$ 134,180	\$ -	7/1/2023	9/30/2024	\$ -	\$ 134,180		TDH	
54410-499-EMPG	Emergency Management	Emergency Management EMPG 2023	\$ 33,709	\$ 33,709	10/1/2022	9/30/2024	\$ 33,709			TEMA	
54410-499-DHS	Emergency Management	Homeland Security Grant 2023	\$ 28,250		9/1/2022	4/30/2025	\$ 28,250			TEMA/DHS	
54410-499-DHS	Emergency Management	Homeland Security Grant 2024	\$ 28,250		9/1/2023	4/30/2026	\$ 28,250			TEMA/DHS	
54410-706-EOC	Emergency Management	Emergency Operations Center	\$ 2,942,940	\$ 980,980	9/1/2024	4/30/2027	\$ 2,942,940	\$ -		TEMA/DHS	
54410-499-DOE	Emergency Management	Off-Site Emergency Planning and Response	\$ 21,000		12/1/2023	7/31/2024	\$ 21,000			TEMA/DHS	
55110-707-SPNMG	Health Department	Health Department Renovation	\$ 349,000	\$ 116,400	1/13/2023	6/30/2026		\$ 349,000		TDH	
55110-707-AWN	Health Department	Immunization Funding Grant (awning)	\$ 227,000		3/1/2025	7/31/2026	\$ 227,000			TDH	
55190-3000	Health Department	Reimburse County for Contract employees Salaries	\$ 663,600		7/1/2024	6/30/2025	\$ 155,738	\$ 507,862		TDH	
55160-2001	Health Department	Safety Net Grant for Dental	\$ 4,000,000		7/1/2024	6/30/2025		\$ 4,000,000		TDH	
55160-2001	Health Department	Safety Net Grant for Dental (Emory Valley)	\$ 4,000,000		7/1/2024	6/30/2025		\$ 4,000,000		TDH	
	Highway/Mayors Office	TDOT Old State Circle Bridge (State Run Project)	\$ 950,900				\$ 950,900			TDOT	
53500-1000	Juvenile Court	Juvenile Court State Supplement Funds	\$ 45,000.00		7/1/2024	6/30/2029		\$ 45,000		DCS	
51900-799-NWDSP	Mayors Office	TDOT Oliver Springs 1 of 2	\$ 942,020	\$ 216,580				\$ 942,020		TDOT	
51900-799-NWDSP	Mayors Office	TDOT Oliver Springs 2 of 2	\$ 711,396	\$ 177,849			\$ 711,396			TDOT	
	Mayors Office	Gibbs Ferry Park (FLAP Grant)	\$ 1,860,000	\$ 201,400					\$ 1,860,000	USDOT	
58190-FIG	Mayors Office	CDBG Food Insecurity	\$ 194,000		12/15/2023	3/31/2026	\$ 194,000			CDBG	
91170-791-CDBG1	Mayors Office	CDBG Waterlines	\$ 523,207	\$ 107,163	10/15/2020	10/14/2025	\$ 523,207			TDEC/CDBG	
	Mayors Office	Broadband Accessibility Grant (BRC)	\$ 100,000		7/1/2024	12/31/2026	\$ 100,000			TNECD	
	Mayors Office	Brownfield Identification Grant	\$ 20,000	\$ -	8/1/2024	7/31/2025	\$ -	\$ 20,000	\$ -	TDEC	
	Mayors Office	Senior Center Grant (Vehicle)	\$ 45,000	\$ -	11/1/2024	3/31/2026	\$ -	\$ 45,000	\$ -	TNDDA	
	Mayors Office	ORHA Brownfield Identification Grant	\$ 100,000	\$ -	8/1/2024	7/31/2026	\$ -	\$ 100,000	\$ -	TDEC	
171-91401-TDEC1	Mayors Office/ACWA	Water Infrastructure Investment Plan (WIIP)	\$ 3,795,149	\$ 379,515	3/3/2021	9/30/2026	\$ 3,795,149	\$ -		TDEC	
116-55739	Mayors Office/Solid Waste	Litter Grant (Pick-Up & Prevention Education)	\$ 52,100		7/1/2024	6/30/2025		\$ 52,100		TDOT	
TBD	Mayors Office/ORRCA	Oak Ridge Reservation Community Alliance	\$ 361,587		4/15/2024	6/30/2028	\$ 361,587			TDEC	
101-56300	Mayors Office/Office on Aging	Office on Aging and Senior Center	\$ 143,687		7/1/2023	9/30/2024	\$ 128,961	\$ 14,726		ETHRA/ETAAD	
101-56300	Mayors Office/Office on Aging	Office on Aging and Senior Center	\$ 66,576		7/1/2024	6/30/2025	\$ 51,744	\$ 14,832		ETHRA/ETAAD	
53310-399-AEM1	Mayors Office/Gen Sessions	Alternate Electronic Monitoring	\$ 13,005	\$ 13,005	10/21/2024	6/30/2025		\$ 13,005		OCJP	
	Norris Library	East Tennessee Foundation	\$ 3,000		5/1/2024	4/30/2025				ETF	
53310-DVCC	Sessions Judges	STOP, DV Court	\$ 201,000		7/1/2023	9/18/2024	\$ 201,000			OCJP	
101-54110	Sheriff's Department	Governor's Highway Safety Grant	\$ 22,000		10/1/2023	9/30/2024	\$ 22,000			TDSHS/ NHSTA	
54230-EBP1	Sheriff's Department	Evidenced Based Programming (EBP)	\$ 295,707		5/15/2023	6/30/2025		\$ 295,707		OCJP	
54110-VCIF2	Sheriff's Department	VCIF Collaborative	\$ 1,885,000		8/1/2023	6/30/2025		\$ 1,885,000		OCJP	\$ 16,900
54110-188-SORR1	Sheriff's Department	Sheriff's Office Recruitment and Retention	\$ 200,000		6/30/2023	3/7/2028		\$ 200,000		TDCl	
54110-170	Sheriff's Department	SRO Grant	\$ 1,275,000		7/1/2024	6/30/2025		\$ 1,275,000		TDHS	
54210-SMHT4	Sheriff's Department	Mental Health Transport	\$ 280,208	\$ -	7/1/2024	6/30/2025		\$ 280,208		OCJP	
101-54110	Sheriff's Department	Governor's Highway Safety Grant	\$ 23,800	\$ -	10/1/2024	9/30/2025	\$ 23,800			TDSHS/ NHSTA	
128-58110-ARPA	Tourism	Tourism ARPA	\$ 326,715		12/1/2021	11/30/2026	\$ 326,715			TDTD	
128-58110-ENGR	Tourism	Tourism Enhancement Grant	\$ 100,000	\$ 30,000	7/1/2023	6/30/2025		\$ 70,000		TDTD	
128-58110	Tourism	Tourism Marketing Grant	\$ 30,000	\$ 30,000	7/1/2024	6/30/2025		\$ 30,000		TDTD	
54410-499-EMPG	Emergency Management	Emergency Management EMPG 2023	\$ 32,024	\$ 32,024	10/1/2023	9/30/2025	\$ 32,024			TEMA	
55130-131-EMST1	EMS	EMS Training Supplement	\$ 28,800	\$ 2,203	12/31/2024	6/30/2025	\$ -	\$ 28,800		TDH	
Total											
Current Year Grants							\$11,279,370	\$14,435,940	\$ 1,860,000	\$ 27,575,310	\$ 28,845
Prior Year Grants							\$ 8,680,171	\$10,367,755		\$ 19,067,927	

0083634

**FROM:**

DATE \_\_\_\_\_

4-7-25

3644

[illegible]

Detailed Justification / Explanation .

Detailed Justification / Explanation.

Cover travel for Jamie & Nichole for yearly TCAA Meeting

Cover Office Supplies

Cover new Set of Code books (42 Books)

permanent increase)

One time

Please attach additional sheet if more information is needed

①

**Important Note: this form is due to the budget Director's Office by 2:00 P.M. on Monday before the Budget Committee meeting.**

**TYPE OF AMENDMENT**

TRANSFER: X

APPROPRIATION:

DEPARTMENT:

FROM:

**0083635**

Purchasing

Robby Holbrook

Increase	CODE DESCRIPTION	AMOUNT
101-52200-204	Purchasing - Retirement	\$ 500.00
101-52200-299	Purchasing - Vision	\$ 45.00
	<b>Total</b>	<b>\$ 545.00</b>
<b>DECREASE</b>		
101-52200-201	Purchasing - Social Security	\$ 545.00
	<b>TOTAL</b>	<b>\$ 545.00</b>
<b>Motion</b> <input type="checkbox"/> To Approve <input type="checkbox"/> To Refer <input type="checkbox"/> With <input type="checkbox"/> W/O		
<b>Seconded</b> _____ <b>Motion</b> _____		
<b>Detailed Justification / Explanation :</b> Due to increased use of Purchasing payroll funds, retirement and vision were underbudgeted.		
<b>Impact on 25/26 Budget - No</b>		

2

**TYPE OF AMENDMENT**

**TRANSFER:**

☒

**DEPARTMENT:**

Trustee

**APPROPRIATION:**

FROM:

FROM: Spina Copeland 008

0083636

DA SE

4-2-25

INCREASE	DECREASE	CODE DESCRIPTION	AMOUNT
	101-52400-707	Building Improvements	800.00
			\$ .

[illegible]

## Motion

11/11/2019

**To Approve**

11

## To Refer



**With**

9

**W/O**

## Seconded

## Motion

\$ 800.00

**Detailed Justification / Explanation :**

mail out 2024 Delinquent bills.

3

**Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Monday before the Budget Committee meeting.**

**TYPE OF AMENDMENT**TRANSFER: ☒APPROPRIATION: ☐

DEPARTMENT:

FROM:

0083637

Sheriff's Department

Zach Allen/ Russell Barker

4/4/2025

Decrease	CODE DESCRIPTION	AMOUNT
101-54210-524	Staff Development	\$5,000.00
101-54210-335	Building Maintenance	\$10,000.00
TOTAL		\$15,000.00

4675  
27,322

Increase	CODE DESCRIPTION	AMOUNT
101-54210-355	Transportation/ travel	\$5,000.00
101-54210-499	Other Supplies	\$10,000.00
TOTAL		\$15,000.00

Motion <input type="checkbox"/> To Approve <input type="checkbox"/> To Refer <input type="checkbox"/> With <input type="checkbox"/> W/O		
Seconded _____		
Motion _____		

Detailed Justification / Explanation :

These transfers will be used for transporting inmates and travel costs, as well supplies for the jail.

(4)



**TYPE OF AMENDMENT**

0083638

Zach Allen/ Russell Barker

4/4/2025

5000  
2436.50  
5000  
9061

**\$14,336.50**

## Motion

☐ To Approve

☐ To Refer

☐ With

W/O

**Seconded**

## Motion

These transfers will be used to install a galvanized chain link fence. This fence will be used as an outdoor rec yard.

Please attach additional sheet if more information is needed

5

**TYPE OF AMENDMENT**

[

0083639

**Steve Owens/ Russell Barker**

3/27/2025

3000

**\$300.00**

☐ W/O

## Motion

**To pay DCI Software connection fees**

Please attach additional sheet if more information is needed

6

**Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Tuesday before the Budget Committee meeting.**

**TYPE OF AMENDMENT**

TRANSFER: ☒

APPROPRIATION: ☐

DEPARTMENT:

FROM:

Anderson County Fleet Services

John Vickery, Fleet Service Director

DATE 3/4/2025

0083640

<u>INCREASE</u> / DECREASE (circle one)	CODE DESCRIPTION	AMOUNT
101-54900-453	Vehicle Parts	\$ 14,000.00
		\$ 14,000.00

INCREASE / <u>DECREASE</u> (circle one)	CODE DESCRIPTION	AMOUNT
101-54900-320	Dues and Memeberships	\$ 2,500.00
101-54900-338	Repairs and Maintenance Vehicle	\$ 5,500.00
101-54900-355	Travel	\$ 2,000.00
101-54900-424	Garage Supplies	\$ 4,000.00
Motion <input type="checkbox"/> To Approve <input type="checkbox"/> To Refer <input type="checkbox"/> With <input type="checkbox"/> W/O		
Seconded _____		
Motion		\$ 14,000.00

3500  
7,294  
2,000  
7,776

Detailed Justification / Explanation :

Due to rising cost of parts line item increased is needed to try to finish year end.

What Impact does this amendment/appropriation have on next year's budget? (One time amendment or permanent increase)

One time transfer.

(7)

**Important Note: this form is due to the budget Director's Office by 2:00 P.M. on Monday before the Budget Committee meeting.**

### TYPE OF AMENDMENT

**TRANSFER: X**

**APPROPRIATION:**

DEPARTMENT:

**FROM:**

0083641

**Mayor/Animal Control**

**Terry Frank**

Increase	CODE DESCRIPTION	AMOUNT
101-55120-499	Other Supplies & Materials	\$ 3,000.00
	Total	\$ 3,000.00
DECREASE		
101-55120-790	Other Equipment	\$ 3,000.00
	TOTAL	\$ 3,000.00
Motion		
<input type="checkbox"/> To Approve		
<input type="checkbox"/> To Refer		
<input type="checkbox"/> With <input type="checkbox"/> W/O		
Seconded _____		
Motion		
Detailed Justification / Explanation :		
Additional funds are needed in the 499 code where vaccines, medications, and medical test are purchased.		

Impact on 25/26 Budget - No

8

## ANDERSON COUNTY GOVERNMENT BUDGET AMENDMENT REQUEST

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**Important Note:** This form is due to the Budget Director's Office by 2:00 p.m. on the Tuesday before the Budget Committee meeting.

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### TYPE OF AMENDMENT

TRANSFER: ☒

APPROPRIATION: ☐

1003642

DEPARTMENT: Veteran Service Office

FROM: Scott Nation  
(Department Contact Person)

DATE: April 7, 2025

<u>INCREASE / DECREASE CODE:</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
101-58300-399	Other Contracted Services	\$1,000.00

2950

<u>INCREASE / DECREASE CODE:</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
101-58300-435	Office Supplies	\$1,000.00

Justification / Explanation: To purchase general office supplies.

*\*\*Please attach additional sheet if necessary for additional information.*

9

TRANSFER: ☒

DEPARTMENT:

**FROM:**

51500 Election Commission

M. Stephens

0083643

DATE \_\_\_\_\_

(INCREASE) / DECREASE (circle one)	CODE DESCRIPTION	AMOUNT
5150 - 334	Maintenance Agreements	\$ 5,200.00
		\$ 5,200.00

INCREASE / <b>DECREASE</b> (circle one)		CODE DESCRIPTION	
<del>51500</del> ~ 332	Legal Notices	\$	2,100.00
<del>51500</del> ~ 351	Rentals		\$1,000.00
<del>51500</del> ~ 524	Staff Development	\$	2,100.00
Motion			
<input type="checkbox"/> To Approve			
<input type="checkbox"/> To Refer			
<input type="checkbox"/> With <input type="checkbox"/> W/O			
Seconded			
Motion		\$	5,200.00

**Detailed Justification-**

### Explanation

Additional funds needed to offset the increase in our annual hardware licensing fee from our machine vendor, with the new Verity Duo voting system.

What Impact does this amendment/appropriation have on next year's budget? (One time amendment or permanent increase)

Possibly/ depending on potential new legislation with future elections Please attach additional sheet if more information is needed

**Important Note: this form is due to the budget Director's Office by 2:00 P.M. on Monday before the Budget Committee meeting.**

### TYPE OF AMENDMENT

TRANSFER: X

APPROPRIATION:

DEPARTMENT:

FROM:

0083644

AC Library Board

Norris Community Library

Decrease	CODE DESCRIPTION	AMOUNT
115-56500-317-4000	Data Processing & Equipment	\$ 49.79
115-56500-348-4000	Postage	\$ 6.00
115-56500-499-4000	Other Supplies & Materials	\$ 304.20
115-56500-435-4000	Office Supplies	\$ 300.20
115-56500-432-4000	Book Purchases	\$ 99.81
	<b>Total</b>	<b>\$ 760.00</b>
<b>INCREASE</b>		
115-56500-307-4000	Communications	\$ 560.00
115-56500-452-4000	Utilities	\$ 200.00
	<b>TOTAL</b>	<b>\$ 760.00</b>
<b>Motion</b> <input type="checkbox"/> To Approve <input type="checkbox"/> To Refer <input type="checkbox"/> With <input type="checkbox"/> W/O		
<b>Seconded</b> _____ <b>Motion</b> _____		
<b>Detailed Justification / Explanation :</b> Transfer to cover shortfall in utilities for the fiscal year and to communications for monthly comcast and T-Mobile bills.		
<b>Impact on 25/26 Budget - No</b>		

49.79  
6.00  
471.87  
300.20  
615.56

11

## ANDERSON COUNTY BUDGET AMENDMENT REQUEST

### TYPE OF AMENDMENT

TRANSFER:

☒ X

APPROPRIATION:

0083645

DEPARTMENT:

Tourism

FROM:

Stephanie Wells

DECREASE	CODE DESCRIPTION	AMOUNT
128-58110-335	Committed for Social, Cultural, Rec.	\$1,350.00
	TOTAL	\$1,350.00

21000

INCREASE	CODE DESCRIPTION	AMOUNT
128-58110-709	Data Processing Equipment	\$1,250.00
128-58110-320	Dues and Memberships	\$100.00
	TOTAL	\$1,350.00

Motion	
<input type="checkbox"/>	To Approve
<input type="checkbox"/>	To Refer
<input type="checkbox"/>	With
<input type="checkbox"/>	W/O
Seconded	

**Detailed Justification / Explanation :**

Transferring funds to Data Processing Equipment to purchase a Cisco Switch to replace obsolete equipment for network.

Transferring funds to Dues and Membership to cover increase in fees.

Impact on next year's budget : None

Page \_\_\_\_ of \_\_\_\_

(12)



**Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Monday before the Budget Committee meeting.**

### TYPE OF AMENDMENT

TRANSFER: ☐APPROPRIATION: ☐

DEPARTMENT:

FROM:

0083646

Finance

John Prince

Decrease	CODE DESCRIPTION	AMOUNT
263-51900-340-BCBS	Other G &A -Medical & Dental Services- BCBS Claims	\$ 100,000.00
263-51900-399-BCBS	Other G &A - Other Contracted Services - BCBS ADMIN	\$ 50,000.00
263-51900-399-PRES	Other G &A - Other Contracted Services - RX Admin	\$ 30,000.00
	TOTAL	\$ 180,000.00

910976  
1091970  
641655

Increase	CODE DESCRIPTION	
263-51900-340-PRES	Other G &A -Medical & Dental Services - RX Claims	\$ 140,000.00
263-51900-340-THRV	Other G &A -Medical & Dental Services - Clinic	\$ 35,000.00
263-51900-399-CBIZ	Other G &A - Other Contracted Services - Consulting	\$ 5,000.00
	TOTAL	\$ 180,000.00

Detailed Justification / Explanation :

To align expenditures with available funds due to the reclassification of medical claims expenses.

Impact on Next Year's Budget - No effect

13

Please attach additional sheet if more information is needed

**ANDERSON COUNTY BUDGET AMENDMENT REQUEST**

**IMPORTANT NOTE:** This form is due to the Budget Director's Office by 2:00 P.M. on the Monday before the Budget Committee meeting.

**TYPE OF AMENDMENT**TRANSFER: ☒APPROPRIATION: ☐

0083647

DEPARTMENT: MaintenanceFROM: Bobby CrawfordDATE: 4/1/2025

INCREASE <input type="checkbox"/> DECREASE <input checked="" type="checkbox"/>	CODE DESCRIPTION	AMOUNT
141-72620-399	Other Contracted	\$ 30,000.00
Total		\$ 30,000.00

41,612

INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>	CODE DESCRIPTION	AMOUNT
141-72620-499	Other supplies and materials	\$ 30,000.00
Total		\$ 30,000.00

Motion _____	
<input type="checkbox"/> To Approve	
<input type="checkbox"/> To Refer	
<input type="checkbox"/> With	<input type="checkbox"/> W/O
Seconded Motion _____	

Detailed Justification / Explanation : To transfer funds for materials and supplies as needed for the maintenance department.

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(14)

## ANDERSON COUNTY BUDGET AMENDMENT REQUEST

**IMPORTANT NOTE:** This form is due to the Budget Director's Office by 2:00 P.M. on the Monday before the Budget Committee meeting.

### TYPE OF AMENDMENT

TRANSFER: ☒      APPROPRIATION: ☐

DEPARTMENT: Maintenance      FROM: Bobby Crawford      **0083648**

DATE: 4/1/2025

INCREASE <input type="checkbox"/> DECREASE <input checked="" type="checkbox"/>	CODE DESCRIPTION	AMOUNT
141-72610-720	Plant Operation Equipment	\$ 1,800.00
141-72610-351	Rentals	\$ 30,000.00
<b>Total</b>		<b>\$ 31,800.00</b>

1800  
36,359

INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>	CODE DESCRIPTION	AMOUNT
141-72610-499	Other Supplies and Materials	\$ 31,800.00
<b>Total</b>		<b>\$ 31,800.00</b>

Motion \_\_\_\_\_

☐ To Approve

☐ To Refer

☐ With      ☐ W/O

Seconded Motion \_\_\_\_\_

**Detailed Justification / Explanation :** To transfer funds for materials and supplies as needed for the maintenance department.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5

## ANDERSON COUNTY BUDGET AMENDMENT REQUEST

**IMPORTANT NOTE:** This form is due to the Budget Director's Office by 2:00 P.M. on the Monday before the Budget Committee meeting.

### TYPE OF AMENDMENT

TRANSFER: ☐

APPROPRIATION: ☒

DEPARTMENT: Fiscal Services

FROM: Marcus Bullock

**0083649**

DATE: 4/4/2025

INCREASE <input type="checkbox"/> DECREASE <input checked="" type="checkbox"/>	CODE DESCRIPTION	AMOUNT
141-34690	Committed for Other Purposes	\$ 311,792.00
Total		\$ 311,792.00

10-5m

INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>	CODE DESCRIPTION	AMOUNT
141-71100-449	Regular Instruction - Textbooks	\$ 250,000.00
141-72310-513	Board of Education - Workman's Comp	\$ 11,792.00
141-99100-590	Operating Transfers - Transfers to Other Funds	\$ 50,000.00
Total		\$ 311,792.00

Motion \_\_\_\_\_

☐ To Approve

☐ To Refer

☐ With      ☐ W/O

Seconded Motion \_\_\_\_\_

**Detailed Justification / Explanation:**

To appropriate funds for textbooks, workers compensation billing adjustments and to provide system support to the employee childcare program.

(16)

## ANDERSON COUNTY BUDGET AMENDMENT REQUEST

**IMPORTANT NOTE:** This form is due to the Budget Director's Office by 2:00 P.M. on the Monday before the Budget Committee meeting.

### TYPE OF AMENDMENT

TRANSFER: ☐

APPROPRIATION: ☒

DEPARTMENT: Fiscal Services

FROM: Marcus Bullock

0083650

DATE: 4/4/2025

INCREASE <input type="checkbox"/> DECREASE <input checked="" type="checkbox"/>	CODE DESCRIPTION	AMOUNT
141-34685	Committed for Capital Projects	\$ 2,000,000.00
<b>Total</b>		<b>\$ 2,000,000.00</b>

10.5m

INCREASE <input checked="" type="checkbox"/> DECREASE <input type="checkbox"/>	CODE DESCRIPTION	AMOUNT
141-76100-706	Regular Capital Outlay - Building Construction	\$ 2,000,000.00
<b>Total</b>		<b>\$ 2,000,000.00</b>

Motion \_\_\_\_\_

☐ To Approve

☐ To Refer

☐ With ☐ W/O

Seconded Motion \_\_\_\_\_

**Detailed Justification / Explanation:**

Appropriation for construction costs related to the new Claxton Elementary School project.

(17)

## ANDERSON COUNTY BUDGET AMENDMENT REQUEST

**IMPORTANT NOTE:** This form is due to the Budget Director's Office by 2:00 P.M. on the Monday before the Budget Committee meeting.

TRANSFER: ☒ *Payroll*      TYPE OF AMENDMENT      APPROPRIATION: ☐  
 DEPARTMENT: Federal Programs - LEAPS      FROM: Katrina Oakley, Federal Programs Director      0083651  
 DATE: 3-31-2025

INCREASE <input checked="" type="checkbox"/>			CODE DESCRIPTION	AMOUNT
DECREASE <input type="checkbox"/>				
141	71400	429	Instructional Supplies & Materials	\$ 4,725.00

INCREASE <input type="checkbox"/>			CODE DESCRIPTION	AMOUNT
DECREASE <input checked="" type="checkbox"/>				
141	71400	116	Certified Teacher	\$ 4,725.00

41,558

Motion \_\_\_\_\_

☐ To Approve

☐ To Refer

☐ With      ☐ W/O

Seconded Motion \_\_\_\_\_

**Detailed Justification / Explanation :** To Budget - Supplies to Support the Family Engagement Night as Approved by the State for Briceville, Claxton, Dutch Valley, Grand Oaks, Norris, and Norwood Elementary.

18

## ANDERSON COUNTY BUDGET AMENDMENT REQUEST

**Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Tuesday before the Budget Committee meeting.**

## TYPE OF AMENDMENT

TRANSFER: ☒APPROPRIATION: ☐

DEPARTMENT:

FROM: Gary Long

131- ACHDDATE 3/18/2018March  
3/18/25  
0083652

INCREASE / DECREASE (circle one)	CODE DESCRIPTION	AMOUNT
131-49700	Insurance recovery Claim VA 111720	\$ 29,224.00
	Mac Truck 366	
Total		

INCREASE / DECREASE (circle one)	CODE DESCRIPTION	AMOUNT
131-68000-714	ACHD Equipment	\$ 29,224.00
Total		\$ 29,224.00

Motion <input type="checkbox"/> To Approve <input type="checkbox"/> To Refer <input type="checkbox"/> With <input type="checkbox"/> W/O		
Seconded		
Motion		

Detailed Justification / Explanation :

Insurance Recovery for ACHD Mac truckd 366 January 2025 Snow Storm

What Impact does this amendment/appropriation have on next year's budget? (One time amendment or permanent increase)

Please attach additional sheet if more information is needed

(19)

**Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Monday before the Budget Committee meeting.**

**TYPE OF AMENDMENT**

TRANSFER:

APPROPRIATION: X

DEPARTMENT: Conservation

FROM: Ben Taylor

0083653

INCREASE	CODE DESCRIPTION	AMOUNT
101-49700	Insurance Recovery	\$ 550.00
	<b>Total</b>	<b>\$ 550.00</b>
<b>INCREASE</b>	<b>CODE DESCRIPTION</b>	
101-51240-336	Conservation - Maintenance & Repair Svcs.	\$ 550.00
	<b>TOTAL</b>	<b>\$ 550.00</b>
Motion <input type="checkbox"/> To Approve <input type="checkbox"/> To Refer <input type="checkbox"/> With <input type="checkbox"/> W/O		
Seconded Motion		
Detailed Justification / Explanation : Moving funds for insurance recovery into a expenditure code to pay for roof damage at AC Park.		
Impact on 25/26 Budget - No		

20



### TYPE OF AMENDMENT

0083654

774,553

21

## ANDERSON COUNTY BUDGET AMENDMENT REQUEST

**Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Monday before the Budget Committee meeting.**

## TYPE OF AMENDMENT

TRANSFER:

APPROPRIATION: ☒ X

DEPARTMENT: Emergency Medical Services FROM: Nathan Sweet

0083655

INCREASE	CODE DESCRIPTION	AMOUNT
101-46390-EMST1	State Health and Welfare Grant - EMS Training Supplement	\$ 28,800.00
		\$ 28,800.00

INCREASE	CODE DESCRIPTION	
101-55130-131-EMST1	Medical Personnel - EMS Training Supplement	\$ 28,000.00
101-55130-105-EMST1	Supervisor/Director - EMS Training Supplement	\$ 800.00
		\$ 28,800.00

Detailed Justification / Explanat

TN State approved training supplement for EMS personnel that qualify. There were 36 ACEMS employees who met all of the requirements to receive the training supplement. This is to be an annual supplement, employees must meet all requirements each year.

What Impact does this amendment/appropriation have on next year's budget? (One time amendment or permanent increase)

Annual supplement at the discretion of the State Legislature. The County will incur matching SS and Medicare costs of \$2,203.20 which will be paid out of previously budgeted funds in 201 and 212.

22





**Important Note: this form is due to the budget Director's Office by 2:00 P.M. on Monday before the Budget Committee meeting.**

**TYPE OF AMENDMENT**

TRANSFER:

APPROPRIATION: X

DEPARTMENT:

FROM:

**0083579**

Finance

Robby Holbrook

INCREASE	CODE DESCRIPTION	AMOUNT
101-51240-399-SHOR	Other Contracted Services	\$ 70,000.00
<b>Total</b>		<b>\$ 70,000.00</b>
<b>DECREASE</b>		
101-39000	Unassigned	\$ 70,000.00
<b>TOTAL</b>		<b>\$ 70,000.00</b>

*COPY*

Motion ☐ To Approve ☐ To Refer ☐ With ☐ W/O

Seconded Motion

Detailed Justification/ Explanation

Anderson County received \$79,878 in a PCB Settlement-Monsanto that we moved into Conservation code last year, but the project did not get started. Those funds rolled into unassigned at fiscal year end. Again we would like to utilize the Monsanto-PCB funds for the stabilization of shoreline at Anderson County Park

Once permits are approved by TDEC & TVA, Conservation Board would solicit quotes or go to bid.

Any amount leftover would roll back into fund balance.

Impact on 24/25 Budget - No

24



**Important Note: this form is due to the budget Director's Office by 2:00 P.M. on Monday before the Budget Committee meeting.**

### TYPE OF AMENDMENT

TRANSFER:

APPROPRIATION: X

DEPARTMENT:

FROM:

0083659

Mayor/Animal Control

Terry Frank

Increase	CODE DESCRIPTION	AMOUNT
101-51910-169	Preservation Of Records - Part Time Help	\$ 4,000.00
101-51910-201	Social Security	\$ 275.00
101-51910-212	Medicare	\$ 75.00
101-51910-399	Other Contracted Services	\$ 5,094.00
	<b>Total</b>	<b>\$ 9,444.00</b>
<b>DECREASE</b>		
101-34510-ARCHV	Restricted For General Government - Archives & Records	\$ 9,444.00
	<b>TOTAL</b>	<b>\$ 9,444.00</b>

Motion

☐ To Approve☐ To Refer☐ With☐ W/O

Seconded

Motion

Detailed Justification / Explanation :

Needed additional part-time to cover Archives during period of leave, and to clean out vault.

The requested funds for contracted services is for preservation of two books. (Quote attached).

The proposal will be presented to Records Committee for approval.

Impact on 25/26 Budget - No

26

Proposal for:

## Government Records Preservation Services



### Prepared for:

Client name Zach Foster

Organization name Anderson County Archives, TN.

Project: Archival Book Preservation

Your trusted source for:

## Conservation Preservation Digital Conversion

### Prepared by:

Tim Baumgardner

tbaumgardner@hfgroup.com

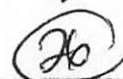
(513) 659-3267

1010 North Sycamore St.  
North Manchester, Indiana  
46962  
(800) 334-3628

1010 Arnold St.  
Greensboro, North Carolina  
27405  
(800) 444-7534

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**HFGROUP** 







## Quotation

The price quoted is based on estimated page counts. Final invoicing will be determined by page counts performed while processing.

QUOTE SCHEDULE					
RECORD SERIES	QUANTITY/DESCRIPTION	LEVEL (See key)	NOTES	RECORD TYPE	TOTAL
EXECUTORS BONDS & LETTERS 1915 - 1954	HEAVY MOLD PRESENT THROUGHOUT BOOK	3	FULL PRESERVATION & DIGITAL SCANNING -- ALSO MOLD REMEDICATION, DISBIND, TAPE REMOVAL, SURFACE CLEAN, MEND/STABILIZE, DEACIDIFY, HOUSE IN 2 MIL MYLAR SLEEVES, NEW LOOSE LEAF BINDER(S), DIGITIZE	\$3060.00	\$3060.00
ADMINISTRATORS BONDS & LETTERS 1928 - 1937	FULL ARCHIVAL PRESERVATION	1	FULL PRESERVATION - NO MOLD PRESENT - DISBIND, SURFACE CLEAN, MEND/STABILIZE, DEACIDIFY, HOUSE IN 2 MIL SLEEVES, NEW LOOSE LEAF BINDERS, DIGITIZE	\$1984.00	\$1984.00

**Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Monday before the Budget Committee meeting.**

### TYPE OF AMENDMENT

TRANSFER: ☐APPROPRIATION: ☐

DEPARTMENT:

FROM:

0083660

General Administration

Mayor Terry Frank

Increase	CODE DESCRIPTION	AMOUNT
101-58190-706-ARC	Other Economic & Comm Develop - Building Construction	\$ 857,840.00
	TOTAL	\$ 857,840.00

Increase	CODE DESCRIPTION	
101-47590-ARC	Other Federal through State- ARC Grant	\$ 857,840.00
	TOTAL	\$ 857,840.00

Detailed Justification / Explanation :

To allocate ARC Grant funds to the EMS Training Facility Construction Project. The Match portion of the project budget authorized in August 2024.

Impact on Next Year's Budget - No effect

**TYPE OF AMENDMENT**

0083661

[illegible]

3/12/25

*Please attach additional sheet if more information is needed*

28

## ANDERSON COUNTY BUDGET AMENDMENT REQUEST

**Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Monday before the Budget Committee meeting.**

## TYPE OF AMENDMENT

TRANSFER: ☐APPROPRIATION: ☐

DEPARTMENT:

FROM:

0083662

Senior Center

Mayor Terry Frank

Increase	CODE DESCRIPTION	AMOUNT
101-47590-SCHWI	Other Fed thru State- Senior Center Health & Wellness Initiative	\$ 27,779.00
	TOTAL	\$ 27,779.00

Increase	CODE DESCRIPTION	
101-56300-169-SCHWI	Part-time Personnel - Senior Center Health & Wellness Initiative	\$ 15,359.00
101-56300-201-SCHWI	Social Security - Senior Center Health & Wellness Initiative	\$ 242.00
101-56300-212-SCHWI	Employer Medicare - Senior Center Health & Wellness Initiative	\$ 1,033.00
101-56300-499-SCHWI	Other Supplies and Materials - Senior Center Health & Wellness Initiative	\$ 11,111.00
101-56300-513-SCHWI	Workers Comp - Senior Center Health & Wellness Initiative	\$ 34.00
	TOTAL	\$ 27,779.00

Detailed Justification / Explanation :

To allocate Senior Center Health &amp; Wellness Initiative Grant funds

Impact on Next Year's Budget -

No effect

**Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Monday before the Budget Committee meeting.**

**TYPE OF AMENDMENT**

TRANSFER: ☐

APPROPRIATION: ☐

DEPARTMENT:

FROM:

Senior Center

Mayor Terry Frank

0083663

Increase	CODE DESCRIPTION	AMOUNT
101-47590-SCEBH	Other Fed thru State- Senior Center Evidence-Based Health	\$ 11,126.00
	TOTAL	\$ 11,126.00

Increase	CODE DESCRIPTION	
101-56300-169-SCEBH	Part-time Personnel - Senior Center Evidence-Based Health	\$ 6,152.00
101-56300-201-SCEBH	Social Security - Senior Center Evidence-Based Health	\$ 414.00
101-56300-212-SCEBH	Employer Medicare - Senior Center Evidence-Based Health	\$ 97.00
101-56300-499-SCEBH	Other Supplies and Materials - Senior Center Evidence-Based Health	\$ 4,450.00
101-56300-513-SCEBH	Workers Comp - Senior Center Evidence-Based Health	\$ 13.00
	TOTAL	\$ 11,126.00

Detailed Justification / Explanation :

To allocate Senior Center Evidence-Based Health Grant funds

Impact on Next Year's Budget -

No effect

**Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Monday before the Budget Committee meeting.**

**TYPE OF AMENDMENT**TRANSFER: ☐APPROPRIATION: ☐

0083664

DEPARTMENT:

FROM:

Senior Center

Mayor Terry Frank

Increase	CODE DESCRIPTION	AMOUNT
101-47590-OAASS	Other Fed thru State- Office On Aging Supportive Services	\$ 38,041.00
	TOTAL	\$ 38,041.00

Increase	CODE DESCRIPTION	
101-56300-169-OAASS	Part-time Personnel - Office On Aging Supportive Services	\$ 21,033.00
101-56300-201-OAASS	Social Security - Office On Aging Supportive Services	\$ 1,415.00
101-56300-212-OAASS	Employer Medicare - Office On Aging Supportive Services	\$ 331.00
101-56300-499-OAASS	Other Supplies and Materials - Office On Aging Supportive Services	\$ 15,216.00
101-56300-513-OAASS	Workers Comp - Office On Aging Supportive Services	\$ 46.00
	TOTAL	\$ 38,041.00

Detailed Justification / Explanation :

To allocate Senior Center Office On Aging Supportive Services Grant funds

Impact on Next Year's Budget -

No effect

31

**Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Monday before the Budget Committee meeting.**

**TYPE OF AMENDMENT**TRANSFER: ☐APPROPRIATION: ☒

DEPARTMENT:

FROM:

0083665

Sheriff's Department

Kenny Sharp/Russell Barker

4/4/2025

Increase			CODE DESCRIPTION					AMOUNT
101-49700			Insurance Recovery					\$12,626.00
TOTAL								\$12,626.00

Increase			CODE DESCRIPTION					
101-54410-338			EMA Vehicle Maintenance & Repair					\$12,626.00
TOTAL								\$12,626.00

Motion			
<input type="checkbox"/>	To Approve		
<input type="checkbox"/>	To Refer		
<input type="checkbox"/>	With	<input type="checkbox"/>	W/O
Seconded			
Motion			

Detailed Justification / Explanation :

Insurance recovery for Anderson County Sheriff's Office vehicle to be transferred to EMA

32

**Anderson County  
Miscellaneous Receipt**

**Misc. Receipt No:** 32703  
**POS Receipt No:** 129722  
**Receipt Date:** 03/18/2025

**Received By:** Grace Rutherford  
**Received On:** 03/18/2025 7:53 AM

**Customer ID:** 1013  
**Name:** TNRMT  
**Description:** ACSD INSURANCE PAYMENT

Miscellaneous Receipt Total
\$12,626.00

GL Account Number	GL Account Description	Debit	Credit
101. -49700	Insurance Recovery	\$0.00	\$12,626.00
<b>Miscellaneous Receipt Totals:</b>		<b>\$0.00</b>	<b>\$12,626.00</b>

Thank You!



### TYPE OF AMENDMENT

☒

FROM:

**Zach Allen / Russell Barker**

3/27/2025

101-

31,364

Motion		
<input type="checkbox"/> To Approve		
<input type="checkbox"/> To Refer		
<input type="checkbox"/> With <input type="checkbox"/> W/O		
Seconded		
Motion		

**This is to pay the state collection fees.**

33.

**Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Monday before the Budget Committee meeting.**

**TYPE OF AMENDMENT**TRANSFER: ☐APPROPRIATION: ☒

DEPARTMENT:

FROM:

Sheriff's DepartmentSteve Owens/ Russell Barker3/27/2025

Increase			CODE DESCRIPTION				AMOUNT
101-46210			Law Enforcement Training Program				\$51,200.00
TOTAL							\$51,200.00

Increase			CODE DESCRIPTION				
101-54110-188			Sheriff's Department- Bonus/Retention Payments				\$51,200.00
TOTAL							\$51,200.00

Motion

☐ To Approve☐ To Refer☐ With☐ W/O

Seconded

Motion

Detailed Justification / Explanation :

2024 Salary Supplement from the Tennessee Peace Officers Standards Training (POST)

## Anderson County Miscellaneous Receipt

**Misc. Receipt No:** 32635  
**POS Receipt No:** 129654  
**Receipt Date:** 03/13/2025

**Received By:** Grace Rutherford  
**Received On:** 03/13/2025 8:01 AM

**Customer ID:** 312  
**Name:** STATE OF TENNESSEE  
**Description:** 2024 POLICE SALARY SUPPLEMENT

Miscellaneous Receipt Total
\$51,200.00

GL Account Number	GL Account Description	Debit	Credit
101. -46210	Law Enforcement Training Progr	\$0.00	\$51,200.00
<b>Miscellaneous Receipt Totals:</b>		<b>\$0.00</b>	<b>\$51,200.00</b>

**Thank You!**

FA-0234 (Rev 07/08)

Warrant Date: 3/7/2025

Warrant Amount: \$51,200.00

### State of Tennessee Remittance Advice

Warrant No: 0008542853

Supplier Number: 0000004147

Agency Information	Invoice Date	Invoice ID	Voucher Number	Paid Amount
Commerce & Insurance (615) 741-2241 2024 Police Salary Supplements	2/27/2025	Police Batch 9-2025	00157723	\$51,200.00



34

**TYPE OF AMENDMENT**☒

**FROM:**

**Steve Owens/ Russell Barker**

3/27/2025

Motion <input type="checkbox"/> To Approve <input type="checkbox"/> To Refer <input type="checkbox"/> With <input type="checkbox"/> W/O		
Seconded		
Motion		

Benefits added as well. Revenue from cities should be over \$142,000, budget was only 65,000

*Please attach additional sheet if more information is needed*

35

**Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Monday before the Budget Committee meeting.**

**TYPE OF AMENDMENT**

TRANSFER: ☐

APPROPRIATION: ☒

0083669

DEPARTMENT:

FROM:

Sheriff's Department

Kenny Sharp/Russell Barker

4/4/2025

Increase			CODE DESCRIPTION					AMOUNT
101-49700			Insurance Recovery					\$2,137.28
TOTAL								\$2,137.28

Increase			CODE DESCRIPTION					
101-54110-338			Vehicle Maintenance & Repair					\$2,137.28
TOTAL								\$2,137.28

Motion <input type="checkbox"/> To Approve <input type="checkbox"/> To Refer <input type="checkbox"/> With <input type="checkbox"/> W/O			
Seconded			
Motion			

Detailed Justification / Explanation :

Insurance recovery for Anderson County Sheriff's Office vehicle

30

**Anderson County  
Miscellaneous Receipt**

**Misc. Receipt No:** 32033  
**POS Receipt No:** 129052  
**Receipt Date:** 02/04/2025

**Received By:** Grace Rutherford  
**Received On:** 02/04/2025 9:14 AM

**Customer ID:** 1013  
**Name:** TNRMT  
**Description:** ACSD INSURANCE PAYMENT

Miscellaneous Receipt Total
\$2,137.28

GL Account Number	GL Account Description	Debit	Credit
101. -49700	Insurance Recovery	\$0.00	\$2,137.28
Miscellaneous Receipt Totals:		\$0.00	\$2,137.28

Thank You!

36



## ANDERSON COUNTY BUDGET AMENDMENT REQUEST

TRANSFER: ☒ *Payroll*

TYPE OF AMENDMENT

APPROPRIATION: ☐

0083671

DEPARTMENT: Tourism

FROM: Stephanie Wells

DECREASE	CODE DESCRIPTION	AMOUNT
128-58100-162	Clerical Personnel	\$1,404.00
	TOTAL	\$1,404.00

INCREASE	CODE DESCRIPTION	AMOUNT
128-58110-207	Medical Insurance	\$1,404.00
	TOTAL	\$1,404.00

Motion	
<input type="checkbox"/>	To Approve
<input type="checkbox"/>	To Refer
<input type="checkbox"/>	With <input type="checkbox"/> w/o
Seconded _____	

**Detailed Justification / Explanation :**

Transferring funds to medical insurance to cover employee's elected benefits. Code 162 has excess funds this current fiscal year due to vacancy in position for six months.

Impact on next year's budget : None

Page \_\_\_\_ of \_\_\_\_

*(Signature)*



A1:I41

**Important Note: this form is due to the budget Director's Office by 2:00 P.M. on Monday before the Budget Committee meeting.**

**TYPE OF AMENDMENT**

TRANSFER: X

APPROPRIATION:

DEPARTMENT:

FROM:

AC Library Board

Clinton Public Library

00 83672

Decrease	CODE DESCRIPTION	AMOUNT
115-56500-129-2000	Librians - Clinton	\$ 2,500.00
	Total	\$ 2,500.00
INCREASE		
115-56500-169-2000	Part-Time	\$ 2,500.00
	TOTAL	\$ 2,500.00

9,150

Motion

☐

To Approve

☐

To Refer

☐

With

☐

W/O

Seconded

Motion


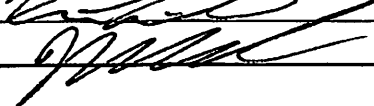
Detailed Justification / Explanation :

This is a result of staffing needs being different than expected this fiscal year.

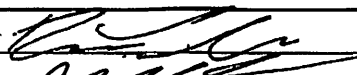

Full time employee out on extended leave and used more part-time.


Impact on 25/26 Budget - No

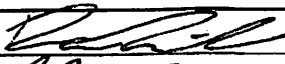

39

<b>ANDERSON County Government Grant Pre-Application Notification Form</b>	
Department/Office/Agency Applying for Grant: Emergency Management      Application Deadline: 11/15/2024	
Fund Source Type (i.e. State-Direct, Federal thru State, Federal-Direct Other): State	
Funding Agency Name: Tennessee Emergency Management Agency	
Grant/Program Title: Homeland Security Grant	
Grant Period Begins 09/01/2024	
Grant Period Ends 04/30/2027	
Total Grant Project Costs: \$25,425.00	
Grant Amount Provided by Funding Agency: \$25,425.00	
Is a County Match Required? (Yes/No) No      Cash <input type="checkbox"/> or In-Kind <input type="checkbox"/> or Both <input type="checkbox"/>	
County Matching Amount Required: \$	
Grant Revenue Type (Advance Payment or Reimbursement) : Reimbursement	
Indirect Cost Availability (Yes/No): Yes but no room in the budget	
Purpose of Grant:	
Funding of training, exercises, planning and equipment purchases allowable	
Person Responsible for Grant Program Management (Program Manager): Karen Ooten	
Person Responsible for Approving Allowable Costs: Brice Kidwell	
Person Responsible for Requesting Revenue Claims: Karen Ooten	
Post Grant Obligations(Yes/No): Yes	
Post Grant Obligation Information (ongoing staffing, programing, maintenance, etc.)	
Any maintenance or upgrades on equipment purchased on grant will be funded by EMA	
Grant Requirements for Equipment Ownership & Insurance	
The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss	
Grant Requirements for Annual Cost of Upgrade/Maintenance, etc.:	
Grantee is responsible for all upgrades and maintenance	
Grant Requirements for Contracted Services Such procurement shall be made on a competitive basis including the use of competitive bidding procedures, where practical	
Will this grant add Value to Anderson County Fixed Assets? (Yes/ No): Yes	
Will this grant add Expense to Anderson County's Insurance Expense? (Yes/No): Yes	
<b>Funding Agency Contact Information</b>	
Contact Name/Title	Gary Baker, Homeland Security Grant Program Supervisor
Phone	615-741-7037
Email	Gary.baker@tn.gov
Submitting Department Head Signature.	 Date 2-20-25
Grant Coordinator Signature.	 Date 3-5-25

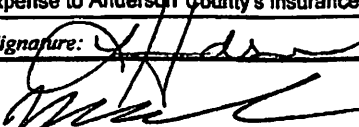
SECA

<b>ANDERSON County Government Grant Pre-Application Notification Form</b>	
Department/Office/Agency Applying for Grant: Emergency Management      Application Deadline:	
Fund Source Type (i.e. State-Direct, Federal thru State, Federal-Direct Other): State	
Funding Agency Name: Tennessee Emergency Management Agency	
Grant/Program Title: Emergency Management Performance Grant	
Grant Period Begins 10/01/2023	
Grant Period Ends: 09/30/2025	
Total Grant Project Costs \$33,709.13	
Grant Amount Provided by Funding Agency: \$33,709.13	
Is a County Match Required? (Yes/No): Yes    Cash <input type="checkbox"/> or In-Kind <input type="checkbox"/> or Both <input type="checkbox"/>	
County Matching Amount Required: 50%	
Grant Revenue Type (Advance Payment or Reimbursement) : Reimbursement	
Indirect Cost Availability (Yes/No): Yes but no room in the budget	
Purpose of Grant:	
Funding of training, exercises, planning, management, administration and equipment purchases allowable	
Person Responsible for Grant Program Management (Program Manager): Karen Ooten	
Person Responsible for Approving Allowable Costs: Brice Kidwell	
Person Responsible for Requesting Revenue Claims: Karen Ooten	
Post Grant Obligations(Yes/No): Yes	
Post Grant Obligation Information (ongoing staffing, programing, maintenance, etc.)	
Any maintenance or upgrades on equipment purchased on grant will be funded by EMA	
Grant Requirements for Equipment Ownership & Insurance	
This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract	
Grant Requirements for Annual Cost of Upgrade/Maintenance, etc.:	
Grantee is responsible for all upgrades and maintenance	
Grant Requirements for Contracted Services Such procurement shall be made on a competitive basis including the use of competitive bidding procedures where practical	
Will this grant add Value to Anderson County Fixed Assets? (Yes/ No): Yes	
Will this grant add Expense to Anderson County's Insurance Expense? (Yes/No): Yes	
<b>Funding Agency Contact Information</b>	
Contact Name/Title	Todd Jones, Director
Phone	865-594-5664
Email	Todd.jones@tn.gov
Submitting Department Head Signature: 	Date: 2-20-25
Grant Coordinator Signature: 	Date: 3-5-25

SECA

<b>ANDERSON County Government Grant Pre-Application Notification Form</b>	
Department/Office/Agency Applying for Grant: Emergency Management      Application Deadline:	
Fund Source Type (i.e. State-Direct, Federal thru State, Federal-Direct, Other): State	
Funding Agency Name: Tennessee Emergency Management Agency	
Grant/Program Title: Emergency Operations Center Grant Program	
Grant Period Begins 09/01/2024	
Grant Period Ends: 04/30/2027	
Total Grant Project Costs: \$ 2,942,940.00	
Grant Amount Provided by Funding Agency: \$2,942,940.00	
Is a County Match Required? (Yes/No): Yes    Cash <input type="checkbox"/> or In-Kind <input type="checkbox"/> or Both <input type="checkbox"/>	
County Matching Amount Required: \$ 980,980 00	
Grant Revenue Type (Advance Payment or Reimbursement) : Reimbursement	
Indirect Cost Availability (Yes/No): Yes but no room in the budget	
Purpose of Grant:	
Construction of Emergency Operation Center	
Person Responsible for Grant Program Management (Program Manager): Karen Ooten	
Person Responsible for Approving Allowable Costs: Brice Kidwell	
Person Responsible for Requesting Revenue Claims: Karen Ooten	
Post Grant Obligations(Yes/No):Yes	
Post Grant Obligation Information (ongoing staffing, programing, maintenance, etc.):	
Any maintenance or upgrades on building and/or equipment purchased on grant will be funded by EMA	
Grant Requirements for Equipment, Ownership & Insurance	
Grant Requirements for Annual Cost of Upgrade/Maintenance, etc.:	
Grantee is responsible for all upgrades and maintenance	
Grant Requirements for Contracted Services Such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical	
Will this grant add Value to Anderson County Fixed Assets? (Yes/ No): Yes	
Will this grant add Expense to Anderson County's Insurance Expense? (Yes/No): Yes	
<b>Funding Agency Contact Information</b>	
Contact Name/Title	Gary Baker, Homeland Security Gran Program Supervisor
Phone	615-741-7037
Email	Gary.baker@tn.gov
Submitting Department Head Signature:	 Date: 2-20-25
Grant Coordinator Signature	 Date: 3-5-25

SCA

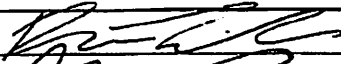
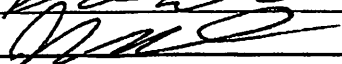
ANDERSON County Government Grant Pre-Application Notification Form	
Department or Organization Applying for Grant :Anderson County Dental Clinic and Emory Valley Dental Clinic	
Grant/Program Title: Safety Net Grant for Adults Dental services	
Grant Beginning Period : July 1, 2025	
Grant Ending Period : June 30, 2026	
Grant Amount: \$20,000 to \$80,000	
Funding Agency (i.e. State, Federal , Private): State of Tennessee	
<b>Funding Agency Contact Information</b>	
Name	Alle Crampton MS, MPH Director State Office of Rural Health, Safety Net Program
Address	710 James Roberston Parkway, Nashville TN 37243
Phone	629-208-5444
Fax	n/a
Email	Alle.m.crampton@tn.gov
Funding Percentage or Match (i.e. 100% or 75%/ 25%):no	
Funding Type (Revenue Advanced or Reimbursed) :reimbursed	
Ongoing Funding Requirements(Yes/No & Length Required):yes	
Indirect Cost Availability (Yes/No) :no	
Grant Beneficiary: Anderson County Dental Clinic	
Purpose of Grant: Reimbursement of examinations, teeth extracted, and also cleanings for adult age 19-34	
Person/Dept. Responsible for Grant Program Management :Dr. Lacy Hudson	
Person/ Dept. Responsible for Reporting Expenditures: Edwina Jordan	
Person/ Dept. Responsible for Requesting Revenue Claims: Dr. Lacy Hudson	
Grant Requirements for Continuation of Program or Cooperative Agreements:	
Patients meet guidelines for service reimbursement	
Grant Requirements for Equipment, Ownership & Insurance :	
n/a	
Grant Requirements for Annual Cost of Upgrade/Maintenance, etc.:	
n/a	
Grant Requirements for Employment or Contracted Services:	
n/a	
Will this grant add Value to Anderson County Fixed Assets? (Yes/ No):yes	
Will this grant add Expense to Anderson County's Insurance Expense? (Yes/No):no	
Approving Official Signature: 	

Date: 3/4/25

3/5/25

Grant Coordinator

SECA

<b>ANDERSON County Government Grant Pre-Application Notification Form</b>	
Department/Office/Agency Applying for Grant: Emergency Management      Application Deadline:	
Fund Source Type (i.e. State-Direct, Federal thru State, Federal-Direct. Other): State	
Funding Agency Name: Tennessee Emergency Management Agency	
Grant/Program Title: Department of Energy	
Grant Period Begins 12/01/2024	
Grant Period Ends: Unknown at the time	
Total Grant Project Costs: \$ Unknown at this time	
Grant Amount Provided by Funding Agency: \$	
Is a County Match Required? (Yes/No): No      Cash <input type="checkbox"/> or In-Kind <input type="checkbox"/> or Both <input type="checkbox"/>	
County Matching Amount Required: \$	
Grant Revenue Type (Advance Payment or Reimbursement): Reimbursement	
Indirect Cost Availability (Yes/No): Yes but no room in the budget	
Purpose of Grant:	
Off-site emergency planning and response	
Person Responsible for Grant Program Management (Program Manager): Karen Ooten	
Person Responsible for Approving Allowable Costs: Brice Kidwell	
Person Responsible for Requesting Revenue Claims: Karen Ooten	
Post Grant Obligations(Yes/No): Yes	
Post Grant Obligation Information (ongoing staffing, programing, maintenance, etc.):	
Any maintenance or upgrades on equipment purchased on grant will be funded by EMA	
Grant Requirements for Equipment. Ownership & Insurance	
The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss	
Grant Requirements for Annual Cost of Upgrade/Maintenance, etc.:	
Grantee is responsible for all upgrades and maintenance	
Grant Requirements for Contracted Services Such procurement shall be made on a competitive basis including the use of competitive bidding procedures, where practical	
Will this grant add Value to Anderson County Fixed Assets? (Yes/ No): Yes	
Will this grant add Expense to Anderson County's Insurance Expense? (Yes/No): Yes	
<b>Funding Agency Contact Information</b>	
Contact Name/Title	Roger Thompson, DOI: Program Manager
Phone	863-594-5660
Email	Roger.thompson@tn.gov
Submitting Department Head Signature:	 Date: 2-20-25
Grant Coordinator Signature:	 Date: 3-5-25

SCA

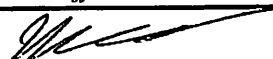
<b>ANDERSON County Government Grant Pre-Application Notification Form</b>	
Department/Office/Agency Applying for Grant: FJC	Application Deadline: Pending
Fund Source Type (i.e. State-Direct, Federal thru State, Federal-Direct, Other): VSSG Funds	
Funding Agency Name: Office of Criminal Justice Programs	
Grant/Program Title: Anderson County Family Justice Center	
Grant Period Begins: 7/1/2025	
Grant Period Ends: 6/30/2028	
Total Grant Project Costs: \$ 200,000	
Grant Amount Provided by Funding Agency: \$ 200,000	
Is a County Match Required? (Yes/No): No    Cash <input type="checkbox"/> or In-Kind <input type="checkbox"/> or Both <input type="checkbox"/>	
County Matching Amount Required: \$ 0	
Grant Revenue Type (Advance Payment or Reimbursement): Reimbursement	
Indirect Cost Availability (Yes/No): Yes	
Purpose of Grant: This grant maintains the operations of the Anderson County Family Justice Center and pays the salary for two staff members, the Navigator and the CCR Specialist.	
Person Responsible for Grant Program Management (Program Manager): Melissa Miller	
Person Responsible for Approving Allowable Costs: Dave Clark	
Person Responsible for Requesting Revenue Claims: John Prince	
Post Grant Obligations (Yes/No): No	
Post Grant Obligation Information (ongoing staffing, programming, maintenance, etc.): NA	
Grant Requirements for Equipment, Ownership & Insurance :Grant funds cover equipment expenses and insurance costs for vehicle ownership and building maintenance/ownership.	
Grant Requirements for Annual Cost of Upgrades/Maintenance, etc.:	
Grant Requirements for Contracted Services: NA	
Will this grant add Value to Anderson County Fixed Assets? (Yes/ <input checked="" type="checkbox"/> No)	
Will this grant add Expense to Anderson County's Insurance Expense? (Yes/ <input checked="" type="checkbox"/> No)	
<b>Funding Agency Contact Information</b>	
Contact Name/Title	Chelsie Leonard, OCJP Program Manager
Phone	(615) 253-9952
Email	Chelsie.leonard@tn.gov
Submitting Department Head Signature: <i>Melissa Miller</i>	Date: 8/24/25
Grant Coordinator Signature: <i>[Signature]</i>	Date: 3/17/25

SECA

<b>ANDERSON County Government Grant Pre-Application Notification Form</b>	
Department or Organization Applying for Grant : Solid Waste	
Grant/Program Title: TDEC Recycling Equipment Grant	
Grant Beginning Period : 7/1/2025	
Grant Ending Period : 6/30/2026	
Grant Amount: \$125,000.00	
Funding Agency (i.e. State, Federal , Private): State	
<b>Funding Agency Contact Information</b>	
Name	Robin Chance
Address	Department of Environment & Conservation William R. Snodgrass Tennessee Tower 312 Rosa L. Parks Avenue, 14th Floor Nashville, TN   37243
Phone	615-571-6364
Fax	
Email	Robin.Chance@tn.gov
Funding Percentage or Match (i.e. 100% or 75%/ 25%): 50%	
Funding Type (Revenue Advanced or Reimbursed) : Reimbursed	
Ongoing Funding Requirements(Yes/No & Length Required): No	
Indirect Cost Availability (Yes/No) : No	
Grant Beneficiary: Anderson County Solid Waste	
Purpose of Grant: Purchase of conveyors and horizontal baler for use a potential Materials Recovery Facility at new potential Blockhouse Valley Facility.	
Person/Dept. Responsible for Grant Program Management : Geoff Trabalka	
Person/ Dept. Responsible for Reporting Expenditures: Geoff Trabalka	
Person/ Dept. Responsible for Requesting Revenue Claims: Geoff Trabalka	
Grant Requirements for Continuation of Program or Cooperative Agreements: N/A	
Grant Requirements for Equipment, Ownership & Insurance : Ownership and insurance for equipment fall to the County Equipment must be in place and operational by 6/30/2026	
Grant Requirements for Annual Cost of Upgrade/Maintenance, etc.: Maintenance required for 5 year Grant period	
Grant Requirements for Employment or Contracted Services: N/A	
Will this grant add Value to Anderson County Fixed Assets? (Yes/ No): Yes	
Will this grant add Expense to Anderson County's Insurance Expense? (Yes/No): Yes	
Approving Official Signature: Geoff Trabalka	

Date: 2/26/2025

Grant Coordinator



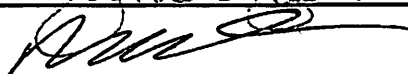
3/17/25

SCA



<b>ANDERSON County Government Grant Pre-Application Notification Form</b>	
Department or Organization Applying for Grant: Anderson County EMS	
Grant/Program Title: Tennessee Highway Safety Office	
Grant Beginning Period: July 01, 2025	
Grant Ending Period: June 30, 2026	
Grant Amount: 19,006	
Funding Agency (i.e., State, Federal, Private): Federal	
<b>Funding Agency Contact Information</b>	
Name	Tennessee Highway Safety Office
Address	Tennessee Tower – 25 <sup>th</sup> Floor, 312 Rosa L. Parks Avenue, Nashville, TN 37243
Phone	615-906-2449
Fax	
Email	Daniel.Locke@tn.gov
Funding Percentage or Match (i.e. 100% or 75%/ 25%): 100%, no match	
Funding Type (Revenue Advanced or Reimbursed): Reimbursed	
Ongoing Funding Requirements (Yes/No & Length Required): No	
Indirect Cost Availability (Yes/No): No	
Grant Beneficiary: Anderson County Government	
Purpose of Grant: The purchase and payment for HAAS digital alerting hardware and software for 26 EMS vehicles, four EMA vehicles, and four Animal Control vehicles.	
Person/Dept. Responsible for Grant Program Management: Nathan Sweet / EMS	
Person/ Dept. Responsible for Reporting Expenditures: Nathan Sweet / EMS	
Person/ Dept. Responsible for Requesting Revenue Claims: Nathan Sweet / EMS	
Grant Requirements for Continuation of Program or Cooperative Agreements: Participate in regional quarterly meetings, provide reports on effectiveness of equipment.	
Grant Requirements for Equipment, Ownership & Insurance: N/A	
Grant Requirements for Annual Cost of Upgrade/Maintenance, etc.: N/A, if we continue to use the equipment after one year, we would be required to pay for the annual service fee, which is the whole cost of the grant.	
Grant Requirements for Employment or Contracted Services: N/A	
Will this grant add Value to Anderson County Fixed Assets? (Yes/ No): No	
Will this grant add Expense to Anderson County's Insurance Expense? (Yes/No): No	
Approving Official Signature:	Date: 3/28/25

Grant Coordinator



3/28/25

SCA

Anderson County Government Grant Pre-Application Notification Form	
Department or Organization Applying for Grant: Anderson County EMS	
Grant/Program Title: Robert F. Lash Emergency Medicine Fund	
Grant Beginning Period: 04/11/2025	
Grant Ending Period: Grant: 05/02/2026	
Grant Amount: \$2536	
Funding Agency (i.e., State, Federal, Private): Private	
Funding Agency Contact Information	
Name	Heather Tiftickjian, MSN, RN, NEA-BC
Address	
Phone	
Fax	
Email	hiblythe@utmck.edu
Funding Percentage or Match (i.e., 100% or 75% / 25%): 100%- no match required	
Funding Type (Revenue Advanced or Reimbursed): Revenue Advanced	
Ongoing Funding Requirements (Yes/No & Length Required): No	
Indirect Cost Availability (Yes/No): No	
Grant Beneficiary: Anderson County EMS	
Purpose of Grant: Purchase of Updated Emergency Medical Responder Textbooks and Instructor Material for the classes we teach first responder departments.	
Person/Dept. Responsible for Grant Program Management: Bobbi Jo Henderson	
Person/Dept. Responsible for Reporting Expenditures: Bobbi Jo Henderson	
Person/Dept. Responsible for Requesting Revenue Claims: Nathan Sweet	
Grant Requirements for Continuation of Program or Cooperative Agreements: None	
Grant Requirements for Equipment, Ownership & Insurance: None	
Grant Requirements for Annual Cost of Upgrade/Maintenance, etc.: None	
Grant Requirements for Employment or Contracted Services: None	
Will this grant add Value to Anderson County Fixed Assets? (Yes/ No): No	
Will this grant add Expense to Anderson County's Insurance Expense? (Yes/No): No	
Approving Official Signature	Date 3/28/25

Grant Coordinator

3/28/25

SECA

**Robby Holbrook**

---

**From:** Terry Frank  
**Sent:** Monday, April 7, 2025 10:39 AM  
**To:** Robby Holbrook  
**Subject:** Budget Committee  
**Attachments:** 121824\_AndersonCoEMS\_Final Concept Design.pdf

Robby,

Could you place this request on the budget committee, please?

I know the funds are budgeted, but as this is a larger amount I would like to request Budget Committee approval.

The request is for funds from 171-91110-799 Other capital in the amount of \$64,800 for Studio Four Design, a Michael Graves Company. I have attached the breakdown of cost for Design Development and Construction Documents phase for EMS station(s). Station design is prototype that can be replicated for any community in order to save architectural fees should multiple stations be built over the next decade or so. The Intent of this request is to complete construction documents for firm estimation of facility/facilities cost. Schematic design has been completed. (See attached)

Thank you so much!

Terry



**Terry Frank**  
**Anderson County Mayor**  
100 North Main Street, Suite 208  
Clinton, Tennessee 37716  
865-457-6200  
[tf Frank@andersoncountyttn.gov](mailto:tf Frank@andersoncountyttn.gov)

SECB

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « » percent ( « » %), or as follows.  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

« »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	« \$16,200.00 »	( « 15 » %)
Design Development Phase	« \$27,000.00 »	( « 25 » %)
Construction Documents Phase	« \$37,800.00 »	( « 35 » %)
Permitting	« \$5,400.00 »	( « 5 » %)
Bidding Phase	« \$5,400.00 »	( « 5 » %)
Construction Phase	« \$16,200.00 »	( « 15 » %)
<b>Total Basic Compensation</b>	<b>\$108,000.00</b>	<b>( 100 %)</b>

Compensation for Supplemental Services in Section 11.2 shall be billed at intervals appropriate to their level of completion.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.6.2 Should the Owner's budget for the Cost of the Work be increased by 10% or greater at any time due to the Owner's approval, the Architect shall be entitled to a Basic Services fee increase proportional to the budget increase for any remaining phases of the project that have not been completed at the time the increase in the budget for the Cost of the Work is approved.

§ 11.6.3 Should the Owner's budget for the Cost of the Work be decreased by 10% or greater prior to the completion of the Construction Documents phase, the Architect's fee shall be decreased proportional to the budget decrease only for any remaining phases of the project that have not commenced at the time of approval for the decrease in budget for the Cost of the Work. If a decrease in the Owner's budget for the Cost of the Work prior to the conclusion of the Construction Documents Phase requires any alterations to the design, the Architect shall be entitled to Additional Services per Article 4 to implement any modifications to the design documents prior to commencing with Design Development and/or Construction Document Phase(s).

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

«Billing rates of Architect and Consultants shall be provided if requested by the Owner »

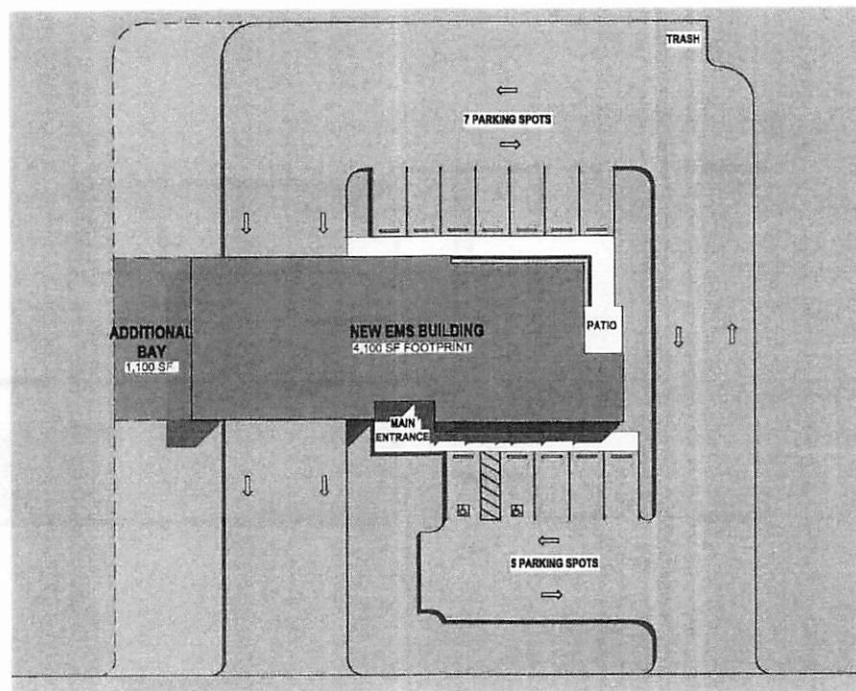
Employee or Category

Rate (\$0.00)

Sec B

Site Plan

Site Plan - 1/2" = 1'-0"



Prepared by: Michael Graves + rstudio  
 Anderson County EMS  
 Concept Design

2.10.2024



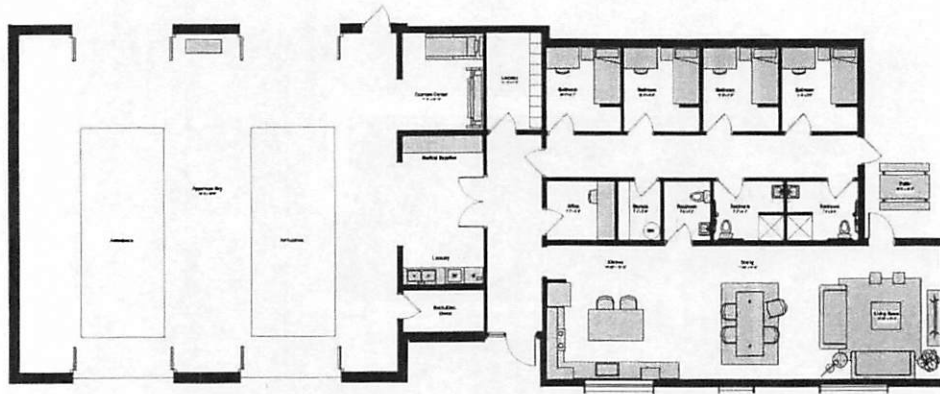
**MICHAEL  
 GRAVES** +



Sec B

Floor Plan

Total SF: 4,100sf



Sec B

Expanded Floor Plan  
Total SF: 12969



Exterior - 2 Bay Prototype

Exterior - Prototype



Prototype Station for  
Anderson County EMS

Concept Design

2.14.2024



**MICHAEL  
GRAVES** +





Sec B

Exterior - J Bay Prototype  
(Exterior Staging)



Prototype shown for  
Anderson County EMS  
Concept Design



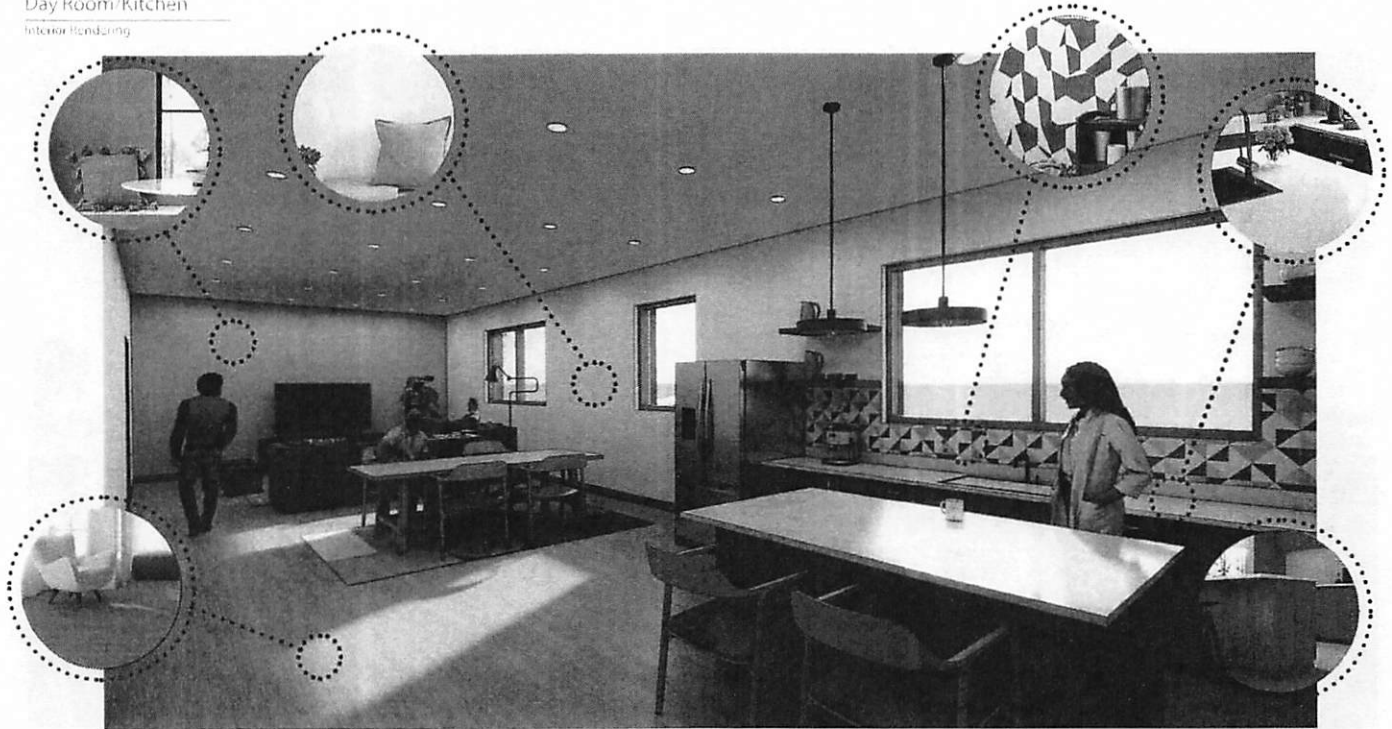
**MICHAEL  
GRAVES** +



Feb

Day Room/Kitchen

Interior Rendering



Prototype Studio Inc.  
Anderson County EMS

Concept Design

7/18/2024



**MICHAEL  
GRAVES**

+



Feb

Apparatus Bay  
Interior Rendering



Prototype Station for  
Anderson County EMS  
Concept Design

12.16.2024



MICHAEL  
GRAVES +



## **Robby Holbrook**

---

**From:** IT Director Brian Young  
**Sent:** Monday, April 7, 2025 12:17 PM  
**To:** Robby Holbrook; Terry Frank  
**Subject:** Microsoft Office 365 G3 with MFA

Robby,

There are several Microsoft portal items we need. We need Microsoft Office we are not licensed to run Microsoft Office anywhere in the County except the Courts. We also need the MFA components for the Cyber security which is an additional fee. We narrowed its down to 302 users need Office.

Microsoft Office includes:

Word  
Excel  
Outlook  
Power Point

We have Hosted Exchange Email engine at Microsoft which is part of this fee

We have Microsoft 365 "MFA (multi-factor-authentication) Link to Duo security for the MFA process thru the Microsoft 365 Exchange Email engine. Also various users need encryption on protected emails for instance HR sends encrypted health information on those type secure emails.

Terry and I discussed and I went out for Volume pricing with 3 Vendors and will bring those to you shortly. It appears Avero Group has the best price. If we do the purchases through our current Microsoft portal they cost 88k. Using 3<sup>rd</sup> party Volume License dealers it saves us another 10k.

Thank you,

**Brian S. Young**

**Anderson County Government**

**IT Director / Communications**

Office - 865-206-7762

Cell - 865-216-2890



"IMPORTANT WARNING: This message is intended for the use of the person or entity to which it is addressed and may contain information that is confidential or privileged, the disclosure of which is governed by applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this information is strictly prohibited. If you have received this message by error, please notify us immediately at the number listed above and destroy the related message."

SEC C

**Avero Infrastructure LLC**  
512 W Broadway  
Maryville, TN 37801 US  
av@averoadvisors.com



Estimate

**ADDRESS**  
Anderson County Government  
Brian Young  
100 N Main St  
Clinton, TN 37716

**ESTIMATE # 1689**  
**DATE 03/31/2025**

**PMT MEIHOD**  
Check

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Licensing	O365 G3 GCC License (Annual License Prepaid)	302	258.00	77,916.00

NASPO 62 3030	SUBTOTAL	77,916.00
Licenses priced at \$21.50 per user per month.	TAX	0.00
	TOTAL	\$77,916.00

Accepted By

Accepted Date

SEC C  
Quote 1



We have prepared a quote for you

**NCPA 01-169 Microsoft**

Quote # 008453  
Version 1

Prepared for:

**Anderson County**

Brian Young  
it@andersoncountyttn.gov


SFC C  
Quote 2

P.O. Box 8456  
Gray, TN 37615  
www.bcti.com  
423-283-0543



Your Information Technology Partner

## Software

Description	NCPA DNE	Price	Qty	Ext. Price
<b>Microsoft Office 365 G3 - Government (GCC) (Annual Prepaid)</b> 	\$270.48	\$258.69	302	\$78,124.38
The Office suite for PC and Mac with apps for tablets and phones, plus email, instant messaging, HD video conferencing, 1 TB personal file storage and sharing, and available add-ons like PSTN calling.				

Subtotal: **\$78,124.38**

SEC



P.O. Box 8456  
Gray, TN 37615  
www.bcti.com  
423-283-0543



Your Information Technology Partner

## NCPA 01-169 Microsoft



Prepared by:  
**BCTI**  
Cyndee Purdy-Godsey  
423-283-0543  
cpurdy-godsey@bcti.com

Prepared for:  
**Anderson County**  
100 N Main Street  
Room 209a  
Clinton, TN 37716-3623  
Brian Young  
(865) 806-9459  
it@andersoncountyttn.gov

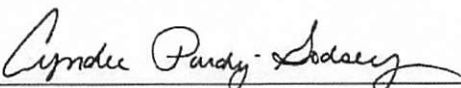
Quote Information:  
**Quote #: 008453**  
Version: 1  
Delivery Date: 03/31/2025  
Expiration Date: 04/27/2025

### Quote Summary

Description	Amount
Software	\$78,124.38
Total:	<b>\$78,124.38</b>

NOTE: Unless otherwise stated pricing includes shipping and delivery to customer site. Pricing does not include sales tax. Organizations exempt from sales tax must provide a copy of their exemption certificate. A minimum of 75% down payment is required for all orders. Pricing for labor is tiered and based on the skills required to perform the work. Tier pricing ranges from \$138.75 to \$277.50/hr weekdays (8:00am-5:00pm), weekends and after business hours are billed at 1.5 times, holidays at 2 times, unless otherwise noted. Service, travel, and remote support will be billed in 15 min increments with a one hour minimum for onsite service. This quote is confidential and not to be shared, copied, or distributed outside the organization named on this quote. Pricing is valid until the quote expiration date. Expired products are subject to additional reinstatement fees.

### BCTI

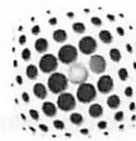
Signature:   
Name: Cyndee Purdy-Godsey  
Title: Account Executive  
Date: 03/31/2025

### Anderson County

Signature: \_\_\_\_\_  
Name: Brian Young  
Date: \_\_\_\_\_

SEC





**CENTRAL**  
Technologies, Inc.

We have prepared a quote for you

**Microsoft CSP Licensing - G3**

Quote # 026727  
Version 1

Prepared for:

**Anderson County Government**

Brian Young  
it@andersoncountyttn.gov

SECC  
Quote 3



Products

Description	Price	Qty	Ext. Price
MS 365 G3      Microsoft 365 G3 (Governmental Community Cloud Pricing)	\$375.00	302	\$113,250.00

Subtotal: **\$113,250.00**

► Statement of Work

CSP ORDER DETAILS

CSP orders must include your tenant domain (xxx.onmicrosoft.com) and you must accept the link to connect to Ingram Micro, the distributor for us to place your order.

Click the following link to accept this invitation and authorize Ingram Micro Inc to be your Microsoft Cloud Solution Provider and accept the Microsoft Customer Agreement.

<https://admin.microsoft.com/Adminportal/Home?invType=ResellerRelationship&partnerId=a27ac673-9a4c-446c-bd28-280c0bf7cf71&msspId=0&DAP=true#/BillingAccounts/partner-invitation>

Purchasing Vehicle

Description	Qty
TIPS-USA      TIPS-USA CONTRACT - 240101 - Technology Solutions CONTRACT - 240101	1

*SEC*



## Microsoft CSP Licensing - G3

Prepared by:

Knoxville HQ

Andy Pryor

865-719-0934

apryor@centralinc.com

Prepared for:

Anderson County Government

100 N Main Street

Room 209a

Clinton, TN 37716

Brian Young

(865) 806-9459

it@andersoncountyttn.gov

Quote Information:

Quote #: 026727

Version: 1

Delivery Date: 04/01/2025

Expiration Date: 04/24/2025

### Quote Summary

Description	Amount
Products	\$113,250.00
Total:	\$113,250.00

Knoxville HQ

Anderson County Government

Signature:

Signature:

Name:

Andy Pryor

Name:

Brian Young

Title:

Account Executive

Date:

Date:

04/01/2025

SEC

## **Robby Holbrook**

---

**From:** Randy Walters  
**Sent:** Monday, April 7, 2025 11:13 AM  
**To:** Terry Frank; Robby Holbrook  
**Subject:** Vacation Payout Policy

Mayor Frank and Robby,

At the March 6 Budget Committee meeting, Commissioner Palmer requested a draft vacation payout policy to address the unbudgeted liability situation that occurs when a long-term employee retires With a large earned vacation balance.

I have been researching different way to address this and here are some ideas:

### **Policy Idea #1: Cap Payout at a Set Maximum (e.g., 160 Hours)**

Revise the termination payout clause to state that no more than 160 hours (or another defined cap) of accrued vacation will be paid upon separation, regardless of actual balance.

#### **Pros:**

- Predictable financial liability
- Encourages employees to use leave rather than hoard it
- Aligns with our existing carryover cap

#### **Cons:**

- Could be seen as taking away earned benefits if not phased in
- Might require grandfathering existing balances



### **Policy Idea #2: Convert Excess Vacation to Sick Leave for Separation Payouts**

Clarify that only up to 160 hours of vacation is eligible for payout. Any accrued vacation above that converts to sick leave for retirement credit but is not paid in cash.

#### **Pros:**

- Builds on existing policy (conversion to sick leave)
- Reduces large one-time expenditures
- Honors service in a non-cash way (retirement credit)

#### **Cons:**

- Still may feel like a loss to some employees if they were expecting cash

### **Policy Idea #3: Create a Vacation Payout Reserve Fund (This could be used in combination with #1 or #2, or not at all)**

Begin budgeting an amount each year to a dedicated fund for vacation payout liabilities.

#### **Pros:**

- Honors current promises
- Avoids sudden budget strain in any one year
- Provides long-term funding solution

#### **Cons:**

- Requires new budget line item and fiscal discipline
- Doesn't immediately solve the current issue

If the committee can determine which approach (or combination of approaches they prefer), I can have language available for the next Finance Committee meeting.

Let me know what you think.

Randy

*Sec D*

### **Draft Vacation Leave Payout Upon Separation**

Upon separation from employment, Anderson County will pay out up to **160 hours** of accrued, unused vacation leave.

Any vacation hours in excess of 160 will not be paid out but will be **converted to sick leave** for retirement credit purposes, in accordance with applicable Tennessee Consolidated Retirement System (TCRS) rules.

This policy applies to all employees who accrue vacation leave, including appointed officials, unless otherwise stated in an employment contract or agreement. Elected officials do not accrue vacation leave and are not subject to this provision.

This policy shall take effect for all separations occurring on or after **July 1, 2025**.

Anderson County may budget for anticipated vacation payouts by establishing and funding a **Vacation Leave Reserve**, to be used for eligible separation payouts as needed.

## **Anderson County Vacation Payout Policy – Committee Decision Checklist**

### **Policy Design**

- ☐ Will the County cap vacation payouts upon separation?
- ☐ If yes, what should the maximum payout be? (e.g., 160 hours)
- ☐ What should happen to hours above the cap?
  - ☐ Convert to sick leave for retirement credit
  - ☐ Forfeit
  - ☐ Other: \_\_\_\_\_

### **Effective Date & Transition**

- ☐ What is the effective date of the new policy?
- ☐ Will a phase-in or grace period be provided?
- ☐ Should current employees with large balances be grandfathered or required to use down excess leave?

### **Employee Categories**

- ☐ Should the policy apply equally to all employees who accrue vacation?
- ☐ Are appointed officials included in the policy?
- ☐ Should elected officials be formally excluded from accrual and payout provisions?

### **Financial Planning**

- ☐ Will the County establish a vacation payout reserve fund?
- ☐ Where will the reserve fund be budgeted?
  - ☐ Centralized (e.g., General Fund)
  - ☐ By department
- ☐ How will annual funding needs be estimated and tracked?

### **Legal and Compliance**

- ☐ Has the draft policy been reviewed by legal counsel?
- ☐ Does the policy comply with TCRS rules for converting leave to retirement credit?
- ☐ Are there any existing employment contracts or agreements that conflict with the new policy?

### **Implementation and Communication**

- ☐ How will the change be communicated to employees?
- ☐ Will the County provide tools to help employees manage leave balances?
- ☐ Who will oversee the transition and ensure consistency across departments?

SECD

## Robby Holbrook

---

**From:** Andrew Stone  
**Sent:** Monday, April 7, 2025 11:02 AM  
**To:** Robby Holbrook  
**Subject:** RE: County Leave Policies  
**Attachments:** Roane County Leave Policy.pdf; Knox County Leave Policy.pdf; Sevier County Leave Policy.pdf

**From:** Andrew Stone  
**Sent:** Monday, March 10, 2025 11:58 AM  
**To:** Commissioner Denise Palmer <dpalmer@andersoncountyttn.gov>  
**Cc:** Robby Holbrook <rholbrook@andersoncountyttn.gov>; Terry Frank <tfrank@andersoncountyttn.gov>  
**Subject:** County Leave Policies

Good morning everyone,

I've reached out to a few Counties to obtain their employee handbook and leave information. While I haven't had luck hearing back from anyone 😊 I was able to download a few handbooks from their respective websites. I've attached just the leave policies for Knox, Sevier, Roane County.

Each of them accrue their leave on a per pay period or monthly basis, whereas Anderson County awards employees their time annually. Sevier County is the only one that caps their leave payout for terminated employees (at 96hrs, which I think may be a bit low).

I hope to obtain more information from other Counties and will forward over once received.



### Andrew Stone

Human Resources & Risk Management  
Interim Director  
100 N. Main Street, Suite 102  
Clinton, TN 37716  
P: 865-264-6330 F: 865-264-6259

**From:** Jennifer Suter <jennifer.suter@roanecountyttn.gov>  
**Sent:** Monday, March 10, 2025 12:12 PM  
**To:** Andrew Stone <astone@andersoncountyttn.gov>  
**Subject:** External: Re: County Leave Policies

*SPCD*

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Andrew!

8. *Abstract 523618: Patient Forms/Summary of Patient's Abstracts* 25-46



A | Budget 2020 | Budget Forms | Summary of Proposed Budgets 25 26

Anderson County, Tennessee Other Funds		FY 2025 Original Budget	FY 2025 Amended Budgeted Amounts	FY 2026 Revenues & Expenditures	
<b>Fund</b>					
<b>Libraries</b>					
115	Revenues	\$596,985	\$596,985	\$599,265	Property Tax and City Contribution
	Expenditures	\$674,469	\$678,094	\$677,163	Projected Reserves of \$270,000
	Excess (Deficiency) of Revenues Over Expenditures	<u>(\$77,484)</u>	<u>(\$81,109)</u>	<u>(\$77,898)</u>	
<b>Solid Waste/Sanitation</b>					
116	Revenues	\$2,255,352	\$2,255,352	\$2,521,252	Property Tax and Other Revenues
	Expenditures	\$2,272,416	\$2,272,416	\$2,698,537	Reserves of \$800,000
	Excess (Deficiency) of Revenues Over Expenditures	<u>(\$17,064)</u>	<u>(\$17,064)</u>	<u>(\$177,285)</u>	
<b>Drug Control (Financially Healthy Fund)</b>					
122	Revenues	\$60,000	\$60,000	\$62,500	Fines, Proceeds from Confiscated Property
	Expenditures	\$60,000	\$60,000	\$60,000	Reserves \$153,727
	Excess (Deficiency) of Revenues Over Expenditures	<u>\$0</u>	<u>\$0</u>	<u>\$2,500</u>	3
<b>Channel 95</b>					
127	Revenues	\$183,400	\$183,400	\$185,000	Special Revenue
	Expenditures	\$197,488	\$197,488	\$197,117	Reserves \$55,000
	Excess (Deficiency) of Revenues Over Expenditures	<u>(\$14,088)</u>	<u>(\$14,088)</u>	<u>(\$12,117)</u>	
<b>Tourism (Financially Healthy Fund)</b>					
128	Revenues	\$742,172	\$984,485	\$849,000	Hotel Motel Tax
	Expenditures	\$781,959	\$981,727	\$847,787	Projected Reserves \$800,000
	Excess (Deficiency) of Revenues Over Expenditures	<u>(\$39,787)</u>	<u>\$2,758</u>	<u>\$1,213</u>	
<b>Highways (Financially Healthy Fund)</b>					
131	Revenues	\$8,207,455	\$8,246,477	\$7,742,948	Property & Sales Tax, State Revenues
	Expenditures	\$8,242,304	\$9,889,326	\$7,719,148	Projected Fund Balance over \$3,000,000
	Excess (Deficiency) of Revenues Over Expenditures	<u>(\$34,849)</u>	<u>(\$1,642,849)</u>	<u>\$23,800</u>	

SEC E

<u>Anderson County, Tennessee</u> <u>Other Funds</u>		FY 2025 Original Budget	FY 2025 Amended Budgeted Amounts	FY 2026 Revenues & Expenditures	Comments
Fund					
<b>General Debt Service</b>					
151	Revenues	\$1,909,430	\$1,909,430	\$1,949,430	
	Expenditures	\$1,787,119	\$1,787,119	\$1,797,019	
	Excess (Deficiency) of Revenues Over Expenditures	<u>\$122,311</u>	<u>\$122,311</u>	<u>\$152,411</u>	Projected Reserves over 1M
<b>Rural School Debt Service</b>					
152	Revenues	\$1,220,845	\$1,220,845	\$1,258,845	
	Expenditures	\$1,732,013	\$1,732,013	\$1,724,263	
	Excess (Deficiency) of Revenues Over Expenditures	<u>(\$511,168)</u>	<u>(\$511,168)</u>	<u>(\$465,418)</u>	Projected Reserves over \$1.5M
<b>High School Debt Service</b>					
156	Revenues	\$1,777,484	\$1,777,484	\$1,790,484	
	Expenditures	\$1,911,194	\$1,911,194	\$1,940,006	
	Excess (Deficiency) of Revenues Over Expenditures	<u>(\$133,710)</u>	<u>(\$133,710)</u>	<u>(\$149,522)</u>	Projected Reserves \$300,000
<b>General Capital Projects</b>					
171	Revenues	\$430,291	\$3,857,070	\$430,291	TDEC Grant/ARPA
	Expenditures	\$430,291	\$3,857,070	\$430,291	
	Excess (Deficiency) of Revenues Over Expenditures	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	Projected Reserves over \$500,000
<b>Educational Capital Projects</b>					
177	Revenues	\$924,766	\$924,766	\$924,766	
	Expenditures	\$924,766	\$924,766	\$924,766	
	Excess (Deficiency) of Revenues Over Expenditures	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	Projected Reserves over \$1M

SCE

**ANDERSON COUNTY, TN  
SCENARIOS FOR COMPENSATION INCREASES**

FUND	INCREASE								
	PAYROLL	1%	2%	3%	4%	5%	6%	7%	13%
GENERAL	\$20,091,271	\$228,337	\$456,675	\$685,012	\$913,349	\$1,141,686	\$1,370,024	\$1,598,361	\$2,975,235
LIBRARY	\$314,963	\$3,580	\$7,159	\$10,739	\$14,318	\$17,898	\$21,477	\$25,057	\$46,642
SOLID WASTE	\$130,884	\$1,487	\$2,975	\$4,462	\$5,950	\$7,437	\$8,925	\$10,412	\$19,382
TOURISM	\$122,888	\$1,397	\$2,793	\$4,190	\$5,586	\$6,983	\$8,380	\$9,776	\$18,198
HIGHWAY	\$1,640,398	\$18,643	\$37,286	\$55,929	\$74,572	\$93,216	\$111,859	\$130,502	\$242,920
CHANNEL 95	\$57,866	\$658	\$1,315	\$1,973	\$2,631	\$3,288	\$3,946	\$4,604	\$8,569
<b>TOTAL</b>	<b>\$22,358,270</b>	<b>\$254,102</b>	<b>\$508,203</b>	<b>\$762,305</b>	<b>\$1,016,407</b>	<b>\$1,270,509</b>	<b>\$1,524,610</b>	<b>\$1,778,712</b>	<b>\$3,310,946</b>

FUND	INCREASE								
	PAYROLL	500	750	1,000	1,200	1,500	1,750	2,000	2,500
GENERAL	387	\$220,571	\$330,856	\$441,141	\$529,370	\$661,712	\$771,997	\$882,283	\$1,102,853
LIBRARY	9	\$5,130	\$7,694	\$10,259	\$12,311	\$15,389	\$17,953	\$20,518	\$25,648
SOLID WASTE	2	\$1,140	\$1,710	\$2,280	\$2,736	\$3,420	\$3,990	\$4,560	\$5,700
TOURISM	2	\$1,140	\$1,710	\$2,280	\$2,736	\$3,420	\$3,990	\$4,560	\$5,700
HIGHWAY	24	\$13,679	\$20,518	\$27,358	\$32,829	\$41,036	\$47,876	\$54,715	\$68,394
CHANNEL 95	1	\$570	\$855	\$1,140	\$1,368	\$1,710	\$1,995	\$2,280	\$2,850
<b>TOTAL</b>	<b>425</b>	<b>\$242,229</b>	<b>\$363,343</b>	<b>\$484,458</b>	<b>\$581,349</b>	<b>\$726,686</b>	<b>\$847,801</b>	<b>\$968,915</b>	<b>\$1,211,144</b>

Sec E

**Responses to the false accusations detailed in the RFP protest from Wade Haney, Director, Office of Technology.**

**1. Accusation: “the lack of any meaningful evaluation of the responses.”**

Response: Anderson County Schools assembled 4 employees that have the most experience in the district with evaluating and judging RFP's. The 4 employees are:

Wade Haney: Director of Technology with 28 years in ACS and over 15 years of experience evaluating RFP's.

Marcus Bullock: Chief Financial Officer and former employee in the Office of Technology with 7 years of experience in evaluating RFP's.

Emily Chambers: Technology Integration Specialist with 5 years of experience in evaluating RFP's.

Bobby Crawford: Director of Maintenance and Operations with over 20 years of experience in working with RFP's.

**2. Accusation: “Moreover, statements made by the Director of Technology for Anderson County Schools (Technology Director) seemed to indicate that he had already pre-judged the award.**

Response: All public-school systems in the state of TN receive significant financial assistance in purchasing internet connectivity via a federal program called ERATE. The ERATE program has very hard and fast deadlines for filing paperwork that can't be missed or the district will lose the funding assistance for that year. ACS currently receives a 90% discount from ERATE to pay for internet connectivity. The deadline to file for the discount is March 26<sup>th</sup> 2025 and requires a signed contract and pricing. However, most all schools including ACS typically have their paperwork filed by late February so that any questions regarding the filing can be cleared up before the deadline.

I did not rush the judging of the award but I also didn't let it sit due to the hard and fast ERATE deadline.

**3. Accusation: “By contrast, it took Metro Nashville Public Schools *four weeks* to perform the same work.”**

The accusation also tries to compare the Anderson County RFP to the Metro Nashville RFP. Although both RFP's are requesting Bid responses for Internet connectivity and other ancillary services they are not the same.

- The Anderson RFP is 12 pages long and the Metro Nashville RFP is over 100 pages.

- Comparison clearly shows that Anderson Consortium RFP was a request for simple basic installed pricing for internet line speeds and Metro Nashville' RFP had multiple pricing levels for each speed based on district size as well as separate pricing for the installing of said lines.
- This is an unjustified comparison between the RFP's for multiple reasons. However, for noting the Metro/Nashville RFP was also awarded to UDT but ENA/Zayo has protested that contract award as well.
- Another comparison for the time frame in which the Anderson RFP was judged and the Metro Nashville is also apples and oranges. The Anderson RFP was judged by all Anderson County Schools employees who made the commitment to work on judging the bids as long as it took to get the process completed. The Metro Nashville RFP was judged by various consortium member county employees from across the state that had to schedule meetings to work on the massive proposals because of the complexity of the Metro Nashville RFP.

**4. Accusation: The director of schools signed the contract with UDT 3 days after the award decision was made with this being before the protest period had ended.**

Response: In the Anderson County RFP the protest procedures were well established stating that a protest will not stop the purchasing process. At no time did ENA/Zayo question or have concerns regarding the protest procedures.

**5. Accusation: As set forth in the Declaration of Jamie Sontany attached as Exhibit A, on February 12, 2025, the Technology Director stated during an E-Rate conference call that Anderson County would make its decision the day after the RFP responses were submitted. He made this promise before he knew how many companies would bid for the work.**

Response: I did not promise anything, however I did say during the conference call that I intended to judge the proposals the day after receiving them because everyone including ACS is under the ERATE time frame and we needed to have a good contract soon.

**6. Accusation: 5 companies bid and 2 were disqualified and the total submitted proposals were over 500 pages and the committee is incapable of looking at the proposals and making a judgement in less than 24 hours.**

Response: After 2 companies were disqualified for not attempting to meet the requests of the RFP, 3 proposals remained. Starting with the pricing component

of the proposals 1 of the 3 companies was over twice as expensive as the other 2 proposals. This factor alone allowed the committee to focus more of their attention on the remaining 2 vendors. The committee looked at every category being judged and found the supporting documentation in each proposal. The committee properly evaluated each proposal.

**7. UDT's lack of experience, which was not reflected in the tabulation**

**A. Accusation: The evaluators scored ENA and UDT the same in the category of "Vendor Experience with Managed Network Services."**

Response: UDT provided the 3 letters of recommendation with one being the Orange County Public schools in FL which is the 8<sup>th</sup> largest school district in the US. UDT also provided information that they work with the following schools and companies. From their proposal "UDT has a proven track record of successfully serving school districts and organizations of all sizes, including Broward County Public Schools (FL), Columbia County School District (FL), Los Angeles Unified School District (CA), the Tennessee Board of Regents and several of its member higher education institutions (TN), the University of Miami (FL), and Gaylord Hotels"

**B. UDT's inability to perform the contract, at all, because it may be legally precluded from doing so.**

Response: I have no doubt that UDT can and will perform at or above the RFP expectations and ENA/Zayo is making a wild and unsubstantiated claim. In fact, the week before spring break the internet in ACS had outages 4 of the 5 days that week with one day outage being nearly 4 hours long.

**C. Even with all of these problems, the evaluators' decision might at least be comprehensible if UDT were offering a lower price than ENA, but Anderson County found that *ENA is the lowest cost bidder*.**

Response: This is a ½ truth, based on the current internet speeds that ACS is using the closest speeds on the RFP would result in UDT being the lowest cost vendor. However, I plan to increase the internet speeds of our connections and if the speeds are upgraded then ENA/Zayo would be the lowest cost vendor but just by a small amount. With this in mind the average score for ENA/Zayo was a 40/40 points and UDT was awarded 39/40.

**D. Anderson County intends to change its long-term internet provider by contracting with a more expensive and unproven company by virtue of**

**an award that may be subject to challenge by the administrators of the E-Rate program. Put another way, Anderson County will possibly risk its E-Rate funding to go with a more expensive company with no experience in the services to be provided.**

Response: This is a blatant lie, ENA/Zayo has the current contract via a consortium bid through Metro Nashville that has one year of an extension left on the contract. This old contract has pricing that is twice as expensive as the current RFP price sheet. ENA/Zayo wants this RFP to be tossed aside so that all 70+ consortium members will be required to purchase off of the old contract and pay twice the money as this RFP pricing. In a video meeting hosted by ENA/Zayo last week they advised all school districts to stay with the current contract and pricing and that they were sure a new contract would be available before next year with ENA/Zayo. The current RFP from Metro Nashville was also awarded to UDT and ENA/Zayo has that award under protest as well. In the end ENA/Zayo is using the March 26<sup>th</sup> deadline to scare school districts into going with the older more expensive contract. Many school districts will be afraid to file their paperwork by the March 26<sup>th</sup> deadline with a contract that is under protest and they will then be forced into the old more expensive contract.

**8. RFP was not on the local Anderson County Vendor Registry.**

The RFP is part of the federal E-Rate program and per the federal E-Rate rules all RFP's that will receive E-Rate funds must be listed on the federal USAC E-Rate website. The official federal form is called a Form 470 filing. Per federal regulations all RFP's must be listed for a minimum of 28 days and can only be responded to by vendors that have registered with the federal government and this registration provides the vendors with a registration number that is called a SPIN number.

The State of TN has E-Rate experts to help districts with questions and federal filings and I spoke with the State E-Rate expert, Candace Hall, and she advised me not to post the RFP on our local vendor registry because it can cause lots of confusion and possibly get vendors to respond that do not have a registered SPIN number and then we would be unable to receive E-Rate funding. Currently Anderson County Schools receives a 90% funding discount from E-Rate.

All vendors that have a SPIN number and provide services that are E-Rate eligible know that all RFP's must be listed USAC website using a Form 470 and that the federal requirements typically exceed the local requirements for RFP's.

This is simply just standard practice with E-Rate eligible RFP's. I spoke with Katherine Kleehammer about this before the RFP was listed on the USAC website and she agreed with the State E-Rate expert.



March 6, 2025

**Hand Delivery**

Robert J. Holbrook, Anderson County Purchasing Agent  
James W. Brooks, Jr., Anderson County Law Director  
101 S. Main Street, Suite 310  
Clinton, TN 37716

**Re: Objection and Position Statement for RFP 2528 – E-rate Consortium-Managed Internet Access and Telecommunications Services**

Dear Gentlemen:

Zayo Education LLC, formerly Education Networks of America, Inc. (and together with all affiliates, “ENA” for the purposes of this objection) objects to Anderson County and related consortium members’ (together “Anderson County”) intent to award RFP 2528 for E-rate Consortium-Managed Internet Access and Telecommunications Services (the “RFP”) to United Data Technologies, Inc. (“UDT”). Anderson County’s intent to award to UDT on February 24, 2025, is an arbitrary, capricious, and unreasonable decision because of the lack of meaningful evaluation process, UDT’s lack of experience, UDT’s inability to perform the contract, and ENA’s status at the lowest cost bidder. The result is that Anderson County will pay considerably more money and incur substantial risk if it enters into a contract with an entity that has provided no verifiable evidence that it has ever fully delivered the categories of services requested in the RFP. This decision must be overturned. Anderson County should disqualify UDT and award the contract for RFP 2528 to ENA.

**Introduction and Background**

ENA’s protest centers on four concerns—(1) the lack of any meaningful evaluation of the responses; (2) UDT’s lack of experience, which was not reflected in the tabulation; (3) UDT’s inability to perform the contract, at all, because it may be legally precluded from doing so; and (4) the fact that ENA was the lowest cost bidder. These concerns, individually, but certainly taken as a whole, demonstrate that the decision to award the contract to UDT was arbitrary, capricious, and unreasonable.

Anderson County’s decision to award the contract to UDT is baffling. Substantial evidence suggests that the evaluators did not review the RFP responses in any meaningful way. Indeed, a basic analysis suggests it would be impossible for the reviewers to have read—much less substantively evaluated—the RFP responses in the less-than-24-hours the record shows that they took. That complete lack of substantive evaluation makes the award arbitrary and capricious on its

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face and must result in the award being set aside. Moreover, statements made by the Director of Technology for Anderson County Schools (Technology Director) seemed to indicate that he had already pre-judged the award. The Technology Director's pre-judgment of the RFP award is further implicated by the fact that the Director of Schools signed the contract with UDT on February 27, 2025, just three days after the award was announced, and a full week before the protest period would have ended, which is in flagrant disregard for this committee's authority under state law to review the award. The Budget Committee, which reviews this protest, should not allow this result to stand.

As set forth in the Declaration of Jamie Sontany attached as Exhibit A, on February 12, 2025, the Technology Director stated during an E-Rate conference call that Anderson County would make its decision the day after the RFP responses were submitted. He made this promise before he knew how many companies would bid for the work, the length and detail of their submissions, or the merits of what the bidders would provide. That fact alone raises serious questions about the process for evaluating the responses. How could the Technology Director possibly promise to review and analyze the RFP submissions in a day when he did not know the scope of what materials would need to be reviewed? Such a pre-determined outcome demonstrates the arbitrary and capricious manner in which Anderson County was intending to address the RFP responses.

But the problem is worse than that. In total, five different companies bid for Anderson County's E-rate work. Two submissions were disqualified, but the three remaining submissions total over 500 pages of dense text with detailed technological descriptions and multi-varied pricing. The number of pages that were submitted and had to be evaluated would be difficult for anyone to read in a day, even if it were a page-turner novel, much less the type of dry and detailed information at issue here. Yet the scoring sheets signed by the evaluators are dated February 20, one day after the February 19 submission. And the submissions were not even due until the late afternoon of the 19th. In other words, the evaluators attested that they received all the proposals, disqualified two, evaluated three proposals totaling more than 500 pages, and then provided detailed scoring of those proposals in less than twenty-four hours. By contrast, it took Metro Nashville Public Schools *four weeks* to perform the same work. Moreover, Anderson County's score sheets simply list number scores. The individual scoring sheets contain no information whatsoever to explain the scorers' rationale.

Given the complete lack of explanation and near impossibility of completing the necessary work for a proper analysis at that speed, it is not credible that all four of Anderson County's evaluators read and evaluated over 500 pages of submissions and completed in one day the work that took MNPS's officials a month to complete. That lack of any real evaluation is arbitrary and capricious. This panel should uphold ENA's protest on that basis alone.

But there is more. The evaluators scored ENA and UDT the same in the category of "Vendor Experience with Managed Network Services." That is unsupportable by any measure. UDT has no experience in this area. ENA, the current contract holder, has provided Universal

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Service Administrative Company (“USAC”) related managed network services to Anderson County for 26 years. ENA currently serves 22% of all US public schools.

In contrast, UDT is a new entrant to this space and has *never* delivered Category 1 E-Rate eligible services on the scale required to serve Anderson County. By switching to UDT, Anderson County will be moving all internet access and data transport services that thousands of children throughout the State rely upon to a new network that has existed for less than a year. The proposed switch to UDT will be a herculean undertaking that is fraught with risk—including changing every firewall and DNS entry and issuing new IP addresses for every school. The failure to recognize these issues demonstrates that awarding the maximum number of points to UDT in this category was an arbitrary, capricious, and totally unreasonable result.

A diligent evaluator cannot have scored ENA and UDT the same in this category notwithstanding UDT’s efforts to cover up its inexperience by hiring several former ENA employees. Without those former ENA employees, UDT would lack personnel with meaningful experience in this area at all, let alone experience on par with ENA. The simple fact is that UDT as a company does not have the experience for which the evaluators have credited it. That scoring was manifestly incorrect and awarding the contract to a higher cost bidder with less experience based on employees who just recently worked with the lowest cost bidder is arbitrary and capricious.

Finally, those former ENA employees now with UDT represent a real problem that should cause all counties in Tennessee to worry about doing business with UDT and should lead this panel to grant the protest. ENA has substantial evidence (as seen in its federal complaint, attached hereto as **Exhibit B**) that current UDT employees who were formerly with ENA spent months undermining ENA’s business and interfering with its customers, then stole ENA’s trade secrets and illegally competed with it, all to help UDT set up this line of business. These illegal actions have consequences, and ENA has filed suit both to collect damages and, more importantly for this panel, to enjoin UDT from being able to perform this work at all. If and when that injunction is granted, UDT will not even be able to perform this contract, as a matter of law, rendering its submission manifestly incorrect. The protest should be granted because, as demonstrated by the lawsuit pending against UDT, UDT may well be unable to fulfill its obligations to Anderson County.

Even with all of these problems, the evaluators’ decision might at least be comprehensible if UDT were offering a lower price than ENA, but Anderson County found that *ENA is the lowest cost bidder*. The federal E-Rate program requires that Anderson County use price as the primary factor in its decision and favors choosing the lowest cost provider. Instead, with no reasoning or justification, Anderson County intends to change its long-term internet provider by contracting with a more expensive and unproven company by virtue of an award that may be subject to challenge by the administrators of the E-Rate program. Put another way, Anderson County will possibly risk its E-Rate funding to go with a more expensive company with no experience in the

services to be provided. Such a result would be arbitrary, capricious, and unreasonable. It should not be allowed to happen, and the award to UDT should be overturned.

### **Standard**

Purchasing officials must not be arbitrary, unreasonable, or capricious. *Metro. Air Research Testing Auth., Inc. v Metro. Gov't of Nashville and Davidson Cnty.*, 842 S.W.2d 611 (Tenn. Ct. App. 1992). A decision to award a contract may have evidentiary support, but still be arbitrary or capricious if the decision amounts to a clear error in judgment, is not based on reasoned judgment, or disregards the facts and circumstances of the case without some basis that would lead a reasonable person to reach the same conclusion. *Moss v. Shelby Cnty. Civ. Serv. Merit Bd.*, 665 S.W.3d 433 (Tenn. 2023). When, as in this procurement, the purchasing officials' scoring resulted in the improper selection of an inappropriate response, the award must be set aside.

### **Analysis**

#### **1. *The RFP did not receive meaningful review.***

The Anderson County purchasing handbook states "All purchases must be reasonable, allowable, and necessary *with clear, documented justification that lists the business need.* Tennessee Constitutional mandate under Article 2 Section 29 states all purchases made with public money must be for the good of the public." (emphasis added).<sup>1</sup> The evaluators did not meaningfully review the bids, and they did not provide any justification, let alone a clear or documented justification, for their decision.

In total, five different companies bid for the Anderson County Consortium's E-rate work. One bid was disqualified without review, and one bid was disqualified after review. Together the three reviewed submissions total over 500 pages of dense text with detailed technological descriptions and multi-varied pricing.

The reviewers of the RFP responses made a decision in less than 24 hours, which did not give them meaningful time to review the proposals. The bids were required to be submitted on February 19, 2025, at 4:00 p.m. EST. The evaluators all signed their evaluations on Thursday, February 20, 2025; and the award was announced on Monday, February 24, 2025. All four of the evaluators are Anderson County employees with other full-time job obligations: the Director of Technology, the Director of Maintenance, the Director of Finance, and the Tech Integration Coordinator. Further, February 20, 2025, was not even a full government workday in Anderson County. Due to inclement weather, schools were closed for the second day in a row and all

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<sup>1</sup> Available at: <https://andersoncountyttn.gov/wp-content/uploads/2024/09/Purchasing-Handbook-rev-September-2024.pdf>.

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government offices opened two hours late.<sup>2</sup> Yet, the four Anderson County officials all managed to evaluate the bids on February 20. By contrast, it took MNPS four weeks to perform the same evaluations for a similar E-rate contract.

The forms filled out by the Anderson County officials contain no notes or comments and instead just assign numerical scores for the various criteria. Each evaluator filled out the first three criteria identically, with the only variation being present in the scoring for “Vendor Qualifications and Working History” evaluation. When ENA asked for records related to the procurement in order to understand the evaluation process, none were initially provided. After a second request, however, ENA was provided approximately seven lines of notes that were apparently from the review process. Each of these notes related to ENA, and no notes were made about any of the other bidders. ENA submits that the lack of notes, and the blatant inaccuracies in the few notes that were made as reflected in **Exhibit C**, renders this award arbitrary and capricious.

Even stranger is the fact that an Anderson County Schools official previewed that Anderson County would be making a decision quickly. On February 12, 2025, during a TennSEC “Ask Me Anything” E-Rate conference call attended by an ENA employee, there was a discussion of filing certain forms and timing with the MNPS award, since an objection was filed to that award. During this call, the Technology Director identified himself and stated that Anderson County would make its decision the day after the RFP responses were submitted. A declaration from the ENA employee that participated in this call is attached as **Exhibit A**. The Technology Director made this promise before he knew how many companies would bid for the work, the length and detail of their submissions, or the merits of what the bidders would provide.

After the RFP process, the Technology Director insisted on quickly having the Director of Schools execute the contract, which happened just three days after award was announced-- on February 27, 2025—despite the fact that the time to file a protest of the RFP had yet to expire.

The RFP also does not appear on the Vendor Registry website, which purports to contain all of Anderson County’s RFPs.<sup>3</sup> By the plain terms of the RFP, and as a requirement of the RFP,

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<sup>2</sup> Available at: <https://www.wyshradio.com/2025/02/anderson-county-government-offices-will-open-on-a-two-hour-delay-at-10-a-m-2-20-25/>; <https://www.wyshradio.com/2025/02/anderson-county-schools-will-be-closed-thursday-february-20th-2025/>; <https://www.oakridger.com/story/weather/2025/02/18/how-much-snow-is-predicted-for-the-oak-ridge-area-wednesday/79078266007/>.

<sup>3</sup> RFP lists available at: <https://vrapp.vendorregistry.com/Bids/View/BidsList?buyerId=d7276c5b-62db-447c-bc4b-68e0a9d6863d>; Anderson County Purchasing, <https://andersoncountyttn.gov/purchasing/> (“All formal solicitations are issued through Vendor Registry.”).

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the award should have been posted on the Vendor Registry to have been effective, but that failure did not stop Anderson County Schools from quickly signing a contract with UDT.

Taken together, these facts show a complete lack of substantive evaluation and an obvious intent to rush a decision and to even sign a contract before state-mandated legal processes can take place. These things make the award arbitrary and capricious on its face. The award must be set aside.

2. *UDT's score for "Vendor Experience with Managed Network Services" is not defensible.*

The Anderson E-rate consortium represents over seventy school districts across the state of Tennessee that require managed Category 1 E-rate services. UDT demonstrated no evidence of experience to deliver Category 1 E-rate managed internet and Wide Area Network ("WAN") services at the scale required by the Anderson E-rate Consortium. Despite this, ENA and UDT both received 20 out of 20 points for the category "Vendor Experience with Managed Network Services" (see below). This is arbitrary and capricious, as ENA and UDT have vastly different experience levels with managed network services.

RFP: E-Rate RFQ - Form 470 Application Number: 250015982				Winner
Bid Evaluation Form	Total Possible	Zayo	Iris	UDT
Price of Eligible Items	40*	40	10	39
Vendor Experience with Managed Network Services	20	20	20	20
Vendor Solution	20	20	20	20
Vendor Qualifications and Working History	20	12.75	13.25	15.5
Total	100	92.75	63.25	94.5

As one of the largest providers of Category 1 E-Rate services, ENA has enabled its customers to secure over \$1.5 billion in federal E-Rate funding since the inception of its program. ENA's extensive network, combined with its comprehensive managed services, connects over 20,000 K-12 schools across the nation—22% of all US public schools. ENA has handled the Anderson County contract since 1999.

In responding to the RFP, UDT answered the question "Has the vendor performed satisfactorily in previous contracts of similar size and scope?" with: "Yes, UDT has performed satisfactorily in previous contracts of similar size and scope."

To support this statement, UDT includes three references, but only one is a school district receiving the specific services requested by Anderson County in this RFP. Orange County may

receive some services from UDT, but they are not the services requested by this RFP—UDT does not provide Internet Access or WAN to Orange County Public Schools. The third reference is not even a school district or educational customer. None of UDT’s references were from Tennessee customers or representative of the multi-school district and statewide scale that will be required to serve the Anderson E-rate Consortium. It was arbitrary and capricious for the evaluators to ignore these shortcomings in UDT’s response, but yet they still allocated the maximum points in this category to UDT.

UDT also frequently referenced its “veteran employees” and “over 350 years [of] collective experience” (pages 3, 7). But this is misleading. UDT is a new entrant to this space and has never delivered Category 1 E-Rate eligible services on the scale required to serve Anderson County. It is a material misrepresentation for UDT to unequivocally state that UDT has the experience with contracts of similar size and scope, when in reality it is relying on the past experience of new employees who obtained that experience with another company.

Such a blatant attempt to hide the fact that UDT, as a company, does not have the experience it claims to have should result in the disqualification of UDT. And as set forth in the federal lawsuit against UDT, some of the very employees upon which UDT is relying are former employees of ENA who breached their duties to ENA and may be prohibited from working on behalf of the Anderson County consortium. By switching to UDT, Anderson County will be moving all internet access and data transport services that thousands of children throughout the State rely upon to a new network that has existed for less than a year—see below comparison of UDT and ENA’s networks.<sup>4</sup> The proposed switch to UDT will be a herculean undertaking that is fraught with risk—including changing every firewall and DNS entry and issuing new IP addresses for every school.

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<sup>4</sup> Publicly available information available at: <https://ipinfo.io/AS20335> (UDT) and <https://ipinfo.io/AS11686> (ENA) (emphases added).

AS20335		
United Data Technologies, Inc.   udtonline.com		
Need more data or want to access it via API or Data Download? Sign up to get free access		
Summary	AS20335 - United Data Technologies, Inc.	
IP Ranges	Country	United States
WHOIS	Website	udtonline.com
Hosted Domains	Hosted domains	0
Peers	Number of IP's	2,354
Upstreams	Number of IP's	8,000 - 10,000
Downstreams	ASN type	ISP
	Category	ASIN
	Address	AS name registered Nov 13, 2024
	Updated	17 days ago on Jan 14, 2025

AS11686		
Education Networks of America   ena.com		
Need more data or want to access it via API or Data Download? Sign up to get free access		
Summary	AS11686 - Education Networks of America	
IP Ranges	Country	United States
WHOIS	Website	ena.com
Hosted Domains	Hosted domains	202
Peers	Number of IP's	736,744
Upstreams	Number of IP's	8,000 - 10,000
Downstreams	ASN type	Education
	Category	ASIN
	Address	AS name registered Nov 13, 2024
	Updated	17 days ago on Jan 14, 2025

Public records also indicate that UDT only provides the kinds of services requested in this RFP (Category 1 E-rate eligible managed Internet Access and WAN services) to one school district nationwide. UDT's total E-Rate value for Category 1 services is just \$497,919 (of which \$466,426 was actually funded) compared to ENA's total of \$2,032,995,484 of which \$1,566,359,869 was funded according to publicly available information at [opendata.usac.org](https://opendata.usac.org). UDT and ENA cannot be scored identically in this category.

Company	Total E-Rate Category 1 Services Value	Total E-Rate Category 1 Funded Amount
ENA (Zayo Education)	\$2,032,995,484	\$1,566,359,869
UDT	\$497,919	\$466,426

The evaluators' scoring was manifestly incorrect and awarding the contract to a higher cost bidder with less experience is arbitrary, capricious, and the very definition of unreasonable.



*3. UDT hired ENA's employees, and there is currently a pending lawsuit regarding UDT's conduct.*

The misconduct of ENA's former employees and UDT is detailed in Exhibit B, which is the federal court complaint and exhibits to the complaint. In summary, UDT has poached approximately a dozen ENA employees subject to non-compete restrictions with ENA and has been employing them in violation of these restrictions. Unbeknownst to ENA until recently, UDT hired two of these employees to solicit their coworkers, share ENA's trade secrets with UDT, and damage ENA's customer relationships while still employed by ENA. These employees solicited their coworkers to join UDT, share ENA's trade secrets with UDT, and damage ENA's customer relationships—all to pave the way for UDT's takeover of ENA's Category 1 E-rate business in Tennessee and elsewhere.

ENA is seeking redress for UDT's illegal conduct in the Middle District of Tennessee, including through an award of monetary damages and permanent injunctive relief. Specifically, ENA has requested the court to order that the Defendants (UDT and three former employees): (1) shall return all ENA property, including all ENA confidential, proprietary, or trade secret information, to ENA, and retain no copies in any form; (2) shall not use or disclose any of ENA's confidential, proprietary, or trade secret information; (3) shall refrain from causing or condoning violations of the Employee Agreements as well as other agreements substantially identical to the Employee Agreements that ENA entered into with other former ENA employees who have become employed by UDT; (4) shall not allow or condone the Individual Defendants or any other former ENA employees to provide or propose to provide services on behalf of UDT to MNPS, Knox County Schools, the City of Baltimore, PGCPs, Columbia County, Florida, and any other ENA customers obtained through the wrongful conduct alleged herein, including misappropriation of ENA trade secrets or confidential information, violations of the Employment Agreements and agreements substantially identical thereto (including the non-competition and non-solicitation provisions therein), and/or violation of fiduciary duties owed to ENA; and (5) shall refrain from otherwise improperly or tortiously interfering in any manner with ENA's business or customers.

It would be arbitrary and capricious to give this award to a company that may be legally barred from doing the work requested in the RFP.

*4. ENA's lowest cost bid should have been preferred.*

ENA presented the most cost-effective bid. When evaluating E-Rate services, Anderson County was supposed to use price as the "primary factor" and "select[] the most cost-effective eligible products and services." E-Rate: Universal Service Program for Schools and Libraries, Federal Communication Commission;<sup>5</sup> *see also* Schools and Libraries (E-Rate) Program

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<sup>5</sup> Available at <https://www.fcc.gov/consumers/guides/universal-service-program-schools-and-libraries-e-rate>.

Overview, page 4 (“The applicant must select the most cost-effective service offering using price of the eligible goods and services as the primary factor.”);<sup>6</sup> *United States ex rel. Heath v. Wisconsin Bell, Inc.*, 92 F.4th 654, 665 (7th Cir. 2024), (“The entire purpose of the E-rate program is to keep costs low. Draining the program’s resources through higher prices for services affects the government’s ability to subsidize services for schools and libraries across the country.”) *cert. granted sub nom. Wisconsin Bell, Inc. v. United States*, 144 S. Ct. 2657, 219 L. Ed. 2d 1283 (2024).

The evaluators did not even include any reasons or justification for opting to choose a higher cost bidder with less experience. The guidance and regulations emphasize that other factors can be considered, but cost must be the primary factor. See e.g., 47 CFR 54.511(a) (“entities may consider relevant factors other than the pre-discount prices submitted by providers, but price should be the primary factor considered.”).<sup>7</sup> It is unclear what other factors the evaluators considered that allegedly overcame the strong presumption that the lowest-cost bidder should win the award.

By disregarding ENA’s lower price with no justification, and given all the other circumstances discussed herein, Anderson County’s award is arbitrary, capricious, and unreasonable. It may also have jeopardized Anderson County’s future E-Rate funding. The award to UDT should be overturned. The contract should be awarded to ENA for this reason, too.

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<sup>6</sup> Available at <https://www.usac.org/wp-content/uploads/e-rate/documents/Handouts/E-rate-Overview.pdf>.

<sup>7</sup> See also How to Select a Service Provider, USAC, available at: <https://www.usac.org/e-rate/applicant-process/selecting-service-providers/#:~:text=After%20you%20close%20your%20competitive,to%20your%20FCC%20Form%20470> (“After you close your competitive bidding process, you will evaluate the bids received and choose the bid that is the most cost-effective. You may consider as many factors in your evaluation as you want, but the price of the eligible products and services must be the primary factor and must be weighted more heavily than any other single factor.”); How to Construct an Evaluation, USAC, available at: <https://www.usac.org/e-rate/applicant-process/selecting-service-providers/how-to-construct-an-evaluation/> (“When an applicant examines and evaluates the bids received for eligible services, it must select the most cost-effective bid. The price of the eligible products and services must be the primary factor in the evaluation, but does not have to be the sole factor. Other relevant evaluation factors may include: prior experience including past performance; personnel qualifications including technical excellence; management capability including schedule compliance; or environmental objectives.”).

March 6, 2025

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**Conclusion**

As demonstrated herein, the decision to award the contract to UDT was arbitrary, capricious, and unreasonable. Anderson County should set aside the award to UDT, disqualify UDT, and award the contract to the next highest, and the lowest cost, respondent, which is ENA.

ENA respectfully requests that the committee which will hear this protest schedule a hearing and allow ENA the opportunity to present its case to that committee. ENA is confident that at the conclusion of the hearing the committee will agree that the decision to award the contract for RFP 2528 to UDT was arbitrary, capricious, and unreasonable. With such a decision, the committee should mandate that the award to UDT be overturned, that the current contract with UDT withdrawn, and that the award for RFP 2528 be made to ENA.

Sincerely yours,

A handwritten signature in black ink, appearing to read "C. Dewey Branstetter, Jr.", with a stylized flourish at the end.

C. Dewey Branstetter, Jr.

CDB/bap

cc: Jim Normand  
Eric G. Osborne  
Micah N. Bradley

**IN THE MATTER OF THE PROTEST OF RFP #2538**

**DECLARATION OF JAMIE SONTANY**

I, Jamie Sontany, an adult resident of Nashville, Tennessee, declare under penalty of perjury that:

1. I am over 18 years of age and am competent to make this declaration.
2. I am employed by Zayo Education, LLC (ZAYO) which has filed a protest over the award of the contract for RFP # 2528 to United Data Technologies, Inc. (UDT).
3. My position with Zayo is Director, Performance Management & Reporting, USAC E-Rate & Rural Healthcare Programs.
4. As part of my job duties, I participated in TennSEC's "Ask Me Anything" E-Rate Meeting on February 12, 2025. This meeting was conducted electronically by a conference call.
5. TennSEC is comprised of Tennessee E-Rate Consultants who work with school systems concerning how to navigate the E-Rate program.
6. During the course of the "Ask Me Anything" Meeting there were discussions about how Tennessee School Districts should file their 471 forms for the upcoming funding year. The 471 form is an FCC form that allows eligible school districts to apply for discounts through the federally funded E-Rate program and is used by school districts to determine how much funding they will request through the E-Rate program.
7. Candice Hall is an E-Rate Consultant with CSM Consulting, Inc. It is my understanding that CSM Consulting is a private company that provides E-Rate program support to educational organizations. Ms. Hall was helping to facilitate the "Ask Me Anything" call.
8. At the time of this presentation, most school systems in Tennessee were part of a consortium with the Metro Nashville Public Schools (MNPS) and filed their 471 forms for their E-rate funding through MNPS' contract with Zayo. MNPS had issued an RFP in

2024, for a new contract for the work that Zayo was performing for MNPS and the schools which participated with MNPS. In January, 2025, MNPS proposed to award that new contract to UDT, not Zayo, despite the fact that Zayo's bid had a lower cost than UDT.

9. Zayo protested the proposed award of the MNPS contract to UDT, and during the course of the presentation on February 12, Ms. Hall mentioned that school districts should hold off filing any and all 471 forms until the next week due to the objection to the MNPS award that had been filed by Zayo. Ms. Hall indicated that a decision on the objection would be expected the following week.
10. During the course of this discussion about delaying the filing of the 471 forms, there was discussion about another consortium that had issued an RFP to offer the same E-rate services as MNPS. Someone on the call specifically mentioned the Anderson County consortium, and a question was raised about when responses to that RFP would be due, and whether that consortium would be ready in time to meet the deadline for the 471 filings for the upcoming year. I recall that there was discussion about the deadline for that RFP being the 18th or 19th of February.
11. Participants in this call were concerned that the Anderson County bidding decision would not be made in time for this year's E-Rate filing deadline, which would be March 26, 2025.
12. At this time, someone on the call said "Hey, this is Wade with Anderson County. We will have a decision the next day," in reference to the deadline for the Anderson RFP. "Wade" was Wade Haney, the Director of Technology for Anderson County Schools, and he was making it clear to the participants on the call that the decision on the Anderson County RFP would be made the day after responses to that RFP were submitted.
13. After hearing what Wade Haney said, I sent messages to Michael McKerley and Stephen Clarke, who also work for Zayo, to let them know what I had just heard on the conference

call concerning Anderson County's quick turnaround time for choosing a winning vendor.

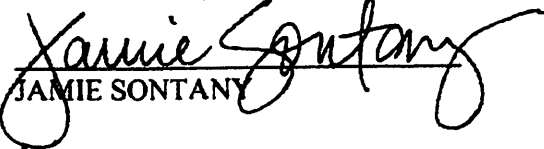
This is the message I sent to Stephen Clark and Michael McKerley at 10:28 on February 12, 2025:

"I'm on a TennSEC "ask me anything" erate call. They've mentioned the MNPS thing and said news should be updated Monday. They said Anderson County deadline is 2/18, and Wade from Anderson County spoke up and said they'd have a vendor selection by the next day, which is super quick turnaround. Didn't know if you know that already or not."

14. I later learned that responses were due to the Anderson County Schools RFP on February, 19, 2025 and that the responses were actually scored the next day, February 20, 2025, just as Wade Haney had stated would happen on the February 12, 2025 call.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: March 4, 2025

  
JAMIE SONTANY

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION**

EDUCATION NETWORKS OF AMERICA, )  
INC. n/k/a ZAYO EDUCATION, INC., ENA )  
SERVICES, LLC n/k/a ZAYO )  
EDUCATION, LLC, and ZAYO GROUP, )  
LLC, )

Plaintiffs, )

v. )

UNITED DATA TECHNOLOGIES, INC., )  
MARK SUNDERHAUS, PATRICK )  
MCGEE, and OLIVER LANDOW, )

Defendants. )

**JURY DEMAND**

Case No.: \_\_\_\_\_

District Judge: \_\_\_\_\_

Magistrate Judge: \_\_\_\_\_

**COMPLAINT**

Plaintiffs Education Networks of America, Inc. n/k/a Zayo Education, Inc., ENA Services, LLC n/k/a Zayo Education, LLC, and Zayo Group, LLC (together, “ENA”) bring this action against United Data Technologies, Inc. (“UDT”), Mark Sunderhaus, Patrick McGee, and Oliver Landow (“Defendants”). In support, ENA alleges as follows:

**INTRODUCTION**

UDT has recruited a dozen ENA employees subject to non-compete restrictions with ENA and has been employing them in violation of these restrictions. Unbeknownst to ENA until recently, UDT hired two of these employees to solicit their coworkers, share ENA’s trade secrets with UDT, and damage ENA’s customer relationships while still employed by ENA. UDT’s plan was to pave the way for UDT’s takeover of ENA’s business in Tennessee and elsewhere. ENA is now losing some of its largest customers, and there are no signs of UDT’s misconduct abating. In recent weeks, UDT has been telling customers that ENA is leaving the Tennessee

market—a complete falsehood. ENA seeks the assistance of this Court to redress Defendants’ misconduct, including through an award of damages and permanent injunctive relief.

### **PARTIES, JURISDICTION, AND VENUE**

1. Education Networks of America, Inc. n/k/a Zayo Education, Inc., is a corporation organized under the laws of Delaware, with its principal place of business in Colorado.

2. ENA Services, LLC n/k/a Zayo Education, LLC is a limited liability company organized under the laws of Delaware, with its principal place of business in Colorado.

3. Zayo Group, LLC is a limited liability company organized under the laws of Delaware, with its principal place of business in Colorado.

4. UDT is a Florida corporation with its principal place of business in Florida.

5. Mark Sunderhaus is an individual residing in Nashville, Tennessee.

6. Patrick McGee is an individual residing in Nashville, Tennessee.

7. Oliver Landow is an individual residing in Ellicott City, Maryland (Landow, together with Sunderhaus and McGee, the “Individual Defendants”).

8. The Court has original jurisdiction over this matter under 28 U.S.C. § 1331 (Federal Question), as this action alleges a claim arising under the laws of the United States.

9. The Court also has original jurisdiction over this matter under 28 U.S.C. § 1332(a)(1) (Diversity of Citizenship), as the parties are citizens of different states and the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

10. The Court has supplemental jurisdiction over the state law claims alleged herein pursuant to 28 U.S.C. § 1367.

11. Venue is proper in the Middle District of Tennessee pursuant to 28 U.S.C. § 1391(b)(2), because a substantial part of the events or omissions giving rise to the claims



herein occurred in the Middle District of Tennessee or, alternatively, pursuant to 28 U.S.C. § 1391(b)(3), because the Individual Defendants are subject to the Court's personal jurisdiction.

## **FACTUAL ALLEGATIONS**

### **A. Education Networks of America (ENA)**

12. ENA provides network connectivity, communications and cybersecurity services to K-12 school districts participating in the federally-funded E-Rate program, as well as other public sector customers.

13. ENA's extensive network, combined with its comprehensive managed services, connects over 20,000 K-12 schools across the nation—22% of all U.S. public schools.

14. ENA has customers throughout the United States, including in Tennessee, Maryland, and Florida.

15. Zayo Group, LLC acquired Education Networks of America, Inc. and ENA Services, LLC in June 2022.

16. ENA prides itself on its world-class support services and deep relationships with its education and other public sector customers.

17. ENA partners with education customers to help them secure funding from the E-Rate program, ensuring schools have the financial support they need to enhance their technological infrastructure.

18. ENA provides E-Rate services to these customers, including both "Category 1" and "Category 2" E-Rate services.

19. Category 1 E-Rate services include connecting school districts with internet access to the outside world and related data transport and other services.

20. Category 2 E-Rate services focus on internal connections and other internal

services that support broadband in schools and libraries.

21. ENA has invested substantial effort, time, and money in developing and maintaining its confidential information and trade secrets. This includes, without limitation, ENA's knowledge of customer needs and preferences; products and services currently used by customers; customer expenditures and budgets; upcoming customer needs; underlying carriers used by ENA to provide internet access and associated costs; ENA's margins; and other internal ENA information concerning ENA's customers, vendors/business partners, and business processes and plans.

22. To protect and preserve its confidential information and trade secrets, ENA uses, among other things, email protection; security awareness; endpoint protection; vulnerability management; threat intelligence; Zscaler network access control; network segmentation; enterprise resiliency; security event management; identity and access management; governance policies/standards and related audits to confirm compliance; third-party risk management; application security; supply chain security; encryption management; and key risk indicators.

23. ENA further protects such information through the use of restrictive covenant agreements and by initiating litigation, such as this lawsuit, when necessary.

24. ENA's confidential information and trade secrets provide it with a business advantage over competitors that do not have access to, or knowledge of, such confidential information or trade secrets.

**B. United Data Technologies (UDT)**

25. UDT bills itself as "an industry leader in K-12 Education Technology."

26. UDT historically provided Category 2 E-Rate services to education customers but no substantial amount of Category 1 E-Rate services.

27. Following Zayo Group, LLC's acquisition of ENA, and unbeknownst to ENA at the time, UDT began strategizing to enter the Category 1 E-Rate business.

28. In 2023 and 2024, approximately a dozen ENA employees left ENA and began to work for UDT, including Simon Weller and Rachel Little, among others.

29. Initially, ENA did not perceive UDT to be a significantly competitive business as UDT was not holding itself out as being in the Category 1 E-Rate business at the time.

**C. The Individual Defendants' Employment at ENA and Their Employee Agreements.**

30. McGee began working for ENA in or about November 2005.

31. Sunderhaus began working for ENA in or about April 2009.

32. Landow began working for ENA in or about July 2008.

33. The Individual Defendants worked for ENA in a sales capacity.

34. Throughout their tenure at ENA, the Individual Defendants had access to and extensive familiarity with ENA's confidential information and trade secrets.

35. Upon the commencement of their employment with ENA, the Individual Defendants entered into substantially identical Confidentiality and Noncompetition Agreements with Education Networks of America, Inc. (each an "Employee Agreement" and together, the "Employee Agreements").

36. McGee signed his Employee Agreement on November 21, 2005, Sunderhaus signed his Employee Agreement on April 9, 2009, and Landow signed his Employee Agreement on August 10, 2008. The Employee Agreements are attached hereto as **Exhibits A, B, and C**, respectively.

37. The Employee Agreements require the Individual Defendants to hold ENA's Confidential Information, as defined, in the "strictest confidence" and prohibit them from reproducing, disclosing to a third party, or using for their own benefit any Confidential

Information except “to accomplish ordinary business transactions for the benefit of ENA” or to employees, agents, or affiliates of ENA “who have a need to receive such Confidential Information as a result of their specific responsibilities with respect to ENA’s business and ongoing operations.” Employee Agreements ¶ 3.

38. As relevant, ENA’s Confidential Information is defined to include “(a) any technical information, invention, trade secret, procedure, improvement, or any portion or phase thereof; (b) any information relative to ENA’s former, current or proposed customers, suppliers, sales, marketing plans, contracts, and business plans and proposals . . . (d) cost and pricing information . . . and any other financial information; (e) identification of personnel and salary and wage information of personnel; and (f) any other information that ENA may hereafter designate and treat as confidential and/or proprietary business information.” Employee Agreements ¶ 2.

39. The Confidentiality and Noncompetition Agreements also contain a “Non-Competition Covenant,” in which the Individual Defendants agreed that they would not engage in the “Business,” as defined, “or otherwise compete directly or indirectly with ENA, whether as an employee, independent contractor, consultant, or otherwise, in any market serviced by ENA.” Employee Agreements ¶ 4.

40. The Non-Competition Covenant also provides that the Individual Defendants shall not, for the same one-year period, “solicit, offer employment to, or otherwise attempt to hire (or assist in the hiring of) any employee of ENA,” or otherwise “encourage, induce, or assist others in inducing any such employee of ENA to terminate or reduce his or her employment with ENA.” Employee Agreements ¶ 4.

41. In addition, the Non-Competition Covenant provides that the Individual

Defendants may not “contact or solicit, or direct or assist others in contacting or soliciting, for the purpose of promoting any attempt by [each Individual Defendant] or any third party to compete with ENA in any business carried on by ENA . . . any persons or entities that were clients or customers of ENA at any time within six (6) months of the termination of [each Individual Defendant’s] employment, or any person or entity that was actively solicited by ENA as a prospective client or customer at the time of the termination of [each Individual Defendant’s] employment, or otherwise interfere in any way in the relationships between ENA and the aforementioned clients/customers or prospective clients/customers.” Employee Agreements ¶ 4.

42. The Employee Agreements are governed by Tennessee law. Employee Agreements ¶ 9.

43. Landow, the first Individual Defendant to leave ENA, resigned his position as Senior Director of Customer Services on September 11, 2023, and joined UDT shortly thereafter.

44. By December 2023, Sunderhaus was Principal, Senior Sales Manager at ENA.

45. By December 2023, McGee was Account Director at ENA.

46. Sunderhaus resigned his employment with ENA on March 1, 2024.

47. In his resignation email, Sunderhaus noted that he and his wife “have steadily grown our real estate portfolio over the past 6 years” and that “I’m going to take some time to evaluate the possibility of taking the plunge and growing that business full time.”

48. Sunderhaus did not mention anything in his resignation email about already being employed by UDT or his plans to begin working exclusively for UDT.

49. McGee resigned his employment with ENA on March 4, 2024, effective March 18, 2024.

50. In his resignation email, McGee stated that “it is best for me to take some time away and to reevaluate what I want next in my career.”

51. McGee did not mention anything in his resignation email about already being employed by UDT or his plans to begin working exclusively for UDT.

52. Sunderhaus’s and McGee’s resignations from ENA occurred nearly immediately after ENA issued bonuses to them at the beginning of March 2024.

53. By letter dated April 25, 2024, ENA notified UDT of the above-described restrictions in the Employee Agreements and substantially identical agreements between ENA and other former ENA employees.

**D. UDT Conspires to Steal ENA’s Business, Colluding With the Individual Defendants to Gain Access.**

54. ENA has recently learned that Sunderhaus and McGee engaged in a host of misconduct in their final months of employment at ENA, with full knowledge and support of UDT and Landow, who was by that point a full time UDT employee.

55. Prior to their departures from ENA, and beginning in approximately December 2023, Sunderhaus and McGee told another ENA employee, Stephen Clarke, that they had signed on to work for UDT. S. Clarke Decl. ¶ 9, attached as **Exhibit D**.

56. Shortly thereafter, Sunderhaus and McGee began recruiting Clarke to come work for UDT while they were still employed by ENA. *Id.* ¶ 9.

57. Sunderhaus told Clarke that he had already started working at UDT but wouldn’t accept any paychecks from UDT until February or March of 2024, once he and McGee had received six-figure bonuses from ENA. *Id.* ¶ 10.

58. Sunderhaus also told Clarke that he and McGee were working on a transition plan to move ENA customers to UDT. *Id.* ¶ 10.

59. In text messages on December 2, 2023, Sunderhaus confirmed that he and McGee “are the TN Co-Leads” for UDT. He sent Clarke various details regarding potential compensation plans and roles for Clarke and another ENA Account Director (Andrew Bryan) whom Sunderhaus and McGee were also recruiting. *Id.* ¶ 11.

60. Also on December 2, 2023, Sunderhaus texted Clarke that Landow (who was by then at UDT) and Miguel Falla (Senior VP of Sales at UDT) would be calling Clarke. Clarke spoke to Falla and Landow that day about a potential job with UDT and UDT’s plans to enter the E-Rate Category 1 – Internet/ WAN/ Content Filtering/ Hosted firewall business, which would be directly competitive with ENA. *Id.* ¶ 12.

61. On December 5, 2023, Sunderhaus sent Clarke a text message regarding having talked to yet another ENA Account Director, Brandon Calhoun “about being the other AE [Account Executive] in Tennessee” for UDT. *Id.* ¶ 13.

62. At a conference in December 2023, Sunderhaus and McGee continued asking Clarke to come work for UDT, mentioning that they were working to secure a budget from UDT to hire Clarke. *Id.* ¶ 14.

63. During this same timeframe, Sunderhaus and McGee would also use ENA conference calls as opportunities to discuss plans for UDT. *Id.* ¶ 15.

64. On December 11, 2023, Clarke went to lunch at Tupelo Honey in Franklin, Tennessee with Sunderhaus and McGee (both of whom were still ENA employees). *Id.* ¶ 16.

65. At the lunch, not only were Sunderhaus and McGee present but so were two other former ENA employees who by this time had already become employed by UDT—Simon Weller and Rachel Little. *Id.* ¶ 17.

66. At this lunch, Weller, Sunderhaus, and McGee discussed the best strategy to take business from ENA. Weller mentioned that UDT had approved the budget to hire 30 employees to spin up an E-Rate Category 1 business competitive with ENA. *Id.* ¶ 18.

67. Sunderhaus and McGee mentioned at the lunch that they had been engaged in conversations with ENA customers to pave the way to move these customers to UDT. *Id.* ¶ 19.

68. McGee talked about how, if UDT won one particular large public school customer, UDT would be able to take over ENA's business throughout the whole state, but even if that didn't happen, UDT had another way to pull ENA customers over to UDT through a different procurement vehicle. *Id.* ¶ 20.

69. At the lunch, Sunderhaus and McGee asked Clarke if he was on board with moving over to UDT with them. They said they had been burned by two other employees that they tried to recruit and wanted to make sure Clarke was on board. *Id.* ¶ 21.

70. Clarke didn't make any commitments but was hesitant to outright reject the offer because Sunderhaus was still his boss at ENA. *Id.* ¶ 21.

71. At the lunch, the topic of the Employee Agreements (including similar agreements binding other ENA employees such as Clarke) came up. *Id.* ¶ 22.

72. It was clear to Clarke that Weller, Sunderhaus, and McGee were aware of the non-competes but didn't care about them, and the non-competes wouldn't be an impediment to UDT moving forward with its plans to recruit ENA employees. *Id.* ¶ 22.

73. Clarke visited UDT's offices in Miramar, Florida on December 19, 2023 for an interview. *Id.* ¶ 23.

74. While at UDT's offices, Clarke met with Landow, Falla, and another UDT executive, Jesus Pena. *Id.* ¶ 24.



75. From the moment Clarke walked in, Landow, Falla, and Pena began pressuring him to provide them with information about ENA's customers and accounts, including what specific customer accounts Clarke was managing and the revenues associated with such accounts. *Id.* ¶ 25.

76. Clarke considered the detail on customers and associated revenue amounts to be confidential to ENA and did not provide it. *Id.* ¶ 26.

77. Such detail is kept confidential at ENA through a variety of means (including password protection) and would have significant economic value to a competitor such as UDT. *Id.* ¶ 27.

78. Also during the interview at the UDT Miramar office, Landow, Falla, and Pena referenced the ENA non-compete agreements. *Id.* ¶ 28.

79. Such non-compete agreements include the Employee Agreements alleged herein and other agreements substantially identical to the Employee Agreements that ENA entered into with various former ENA employees who moved over to UDT.

80. Landow, Falla, and Pena suggested strategies Clarke could use to prevent ENA from learning that Clarke would be going to work for UDT in the event Clarke accepted UDT's offer, including lying to ENA to say that Clarke was "just taking time off" and not updating his LinkedIn profile. *Id.* ¶ 28.

81. Landow, Falla, and Pena also suggested that they could give Clarke a generic and misleading title at UDT to avoid "tipping off" anyone at ENA. *Id.* ¶ 28.

82. It was clear to Clarke from the conversation with Landow, Falla, and Pena that they were well aware of the non-compete and other restrictions that Clarke and other ENA employees were under. *Id.* ¶ 29.

83. In fact, Landow, Falla, and Pena talked about which aspects of a litigation over such issues UDT would pay for. *Id.* ¶ 29.

84. Clarke also had lunch with Henry Fleches (the CEO and Co-Founder of UDT), Falla, and Landow. *Id.* ¶ 24.

85. Back at ENA in late 2023 and early 2024, Sunderhaus and McGee continued to use ENA weekly check-in meetings to coordinate on how they would sabotage ENA's business for the benefit of UDT. *Id.* ¶ 30.

86. During this time, Sunderhaus continued to draw an annual salary of approximately \$158,355 plus incentive compensation from ENA.

87. During this time, McGee continued to draw an annual salary of \$159,700 plus incentive compensation from ENA.

88. In one specific instance, Sunderhaus and McGee mentioned a large Tennessee education customer. They instructed that customer not to cancel a large order within their ENA contract until Sunderhaus and McGee had left ENA. *Id.* ¶ 31.

89. Sunderhaus and McGee indicated that the purpose of this timing was to avoid incentive compensation on this order from being deducted from their ENA compensation. *Id.* ¶ 31.

90. Indeed, shortly after Sunderhaus and McGee left ENA, such customer cancelled the order. *Id.* ¶ 32.

91. Another strategy Sunderhaus and McGee employed was to fail to make E-Rate filings for upgraded products or services that customers needed. *Id.* ¶ 33.

92. Specifically, ENA customers would instruct Sunderhaus and McGee to place an order (such as for internet access for a new school), yet Sunderhaus and McGee would

intentionally fail to place that order. *Id.* ¶ 33.

93. The customer would then blame ENA for failing to place the order after Sunderhaus and McGee had moved over to UDT. *Id.* ¶ 34.

94. In some cases, this conduct resulted in a crisis situation for the customer because internet access for schools and students was jeopardized. *Id.* ¶ 35.

95. This conduct caused significant harm to ENA customer relationships. *Id.* ¶ 36.

96. A related strategy Sunderhaus and McGee employed was to intentionally allow ENA customer satisfaction issues to fester so that once Sunderhaus and McGee had fully transitioned to UDT, it would be easier to “pull over” these customers over to UDT. *Id.* ¶ 37.

97. Sunderhaus’s and McGee’s intention with both of these strategies was to damage ENA’s relationships with the customers and then “save the day” and garner favor with customers once Sunderhaus and McGee had fully transitioned to UDT. *Id.* ¶ 38.

98. To sum up, Sunderhaus’s and McGee’s overall strategy was to “set the house on fire” at ENA so that it would be easier to pull over ENA customers and associated revenue once they had fully transitioned to UDT. *Id.* ¶ 39.

**E. ENA Begins to Discover the Damage from Defendants’ Conduct.**

99. By early 2025, Defendants’ wrongful actions had begun to bear fruit.

100. Metro Nashville Public Schools (“MNPS”)—a longtime customer of ENA, including at the time of each of the Individual Defendants’ separations from ENA —awarded RFQ 388419 for Managed Network Services (“MNPS Contract”) to UDT.

101. The MNPS Contract covers Category 1 E-Rate services for not only MNPS but school districts throughout the state of Tennessee.

102. The MNPS Contract is worth approximately \$540 million in revenue.

103. ENA, rather than UDT, was the lowest cost and most qualified bidder for the MNPS Contract.

104. Indeed, UDT has nearly no Category I E-Rate experience.

105. Instead, UDT relied in its proposal on the experience of numerous former ENA employees who went to work for UDT in violation of their Employee Agreements, including the non-competition restrictions therein.

106. Indeed, Sunderhaus's and McGee's experience and resumes are featured prominently in UDT's proposal for the MNPS contract, although their names appear to be intentionally omitted.

107. UDT's proposal for the MNPS Contract also appears to reflect use of ENA's confidential information and/or trade secrets.

108. UDT's proposal for the MNPS Contract also contained various other falsehoods.

109. Knox County Schools, another ENA customer in Tennessee, also has reduced the amount of business it does with ENA.

110. Separately, UDT was also recently awarded contracts to provide services to the City of Baltimore, Maryland; Prince George's County Public Schools in Maryland ("PGCPS"); and Columbia County, Florida.

111. All of these customers were customers of ENA at the time of the Individual Defendants' respective separations from ENA.

112. UDT has pursued and, upon information and belief, continues to pursue ENA's customers and other ENA business opportunities through the employment of the Individual Defendants and other former ENA employees who have violated and/or are violating their Employee Agreements, and/or are using or threatening to use ENA's trade secrets.

113. UDT continues its misconduct. Just last week, ENA learned that UDT has been telling customers that ENA is leaving the Tennessee market, which is false. Clarke Decl. ¶ 41.

114. ENA has already incurred substantial damages as a result of Defendants' conduct, including loss of potential and actual business and profits associated therewith, loss of customer goodwill, and employee recruitment costs.

115. Further, the overall valuation of ENA's business has been significantly reduced by Defendants' actions.

116. Defendants' conduct also threatens to interfere with ENA's business on an ongoing basis.

117. Such conduct is causing and will continue to cause real, immediate, and irreparable harm to ENA if not enjoined by the Court.

118. For some aspects of the harm being caused to ENA, there is no adequate remedy at law, as damages will not be ascertainable.

**COUNT I**  
**Breach of Contract**  
**(Against the Individual Defendants)**

119. ENA re-alleges and incorporates the preceding allegations of the Complaint as if fully set forth herein.

120. The Individual Defendants entered into the Employee Agreements as set forth above.

121. The Employee Agreements are valid and enforceable.

122. ENA has fully performed its obligations under the Employee Agreements.

123. The Individual Defendants' actions, as set forth above, constitute breaches of the Employee Agreements, including the non-competition, confidentiality, and non-solicitation

provisions therein.

124. The Individual Defendants' actions have caused and will continue to cause ENA substantial damages in an amount to be determined at trial.

125. The Individual Defendants' actions have caused and will cause ENA real, irreparable injury for which there is no adequate remedy at law.

126. Pursuant to the Employee Agreements, ENA is entitled to recover from the Individual Defendants all costs of litigation, including but not limited to reasonable attorneys' fees and court costs.

**COUNT II**  
**Breach of Fiduciary Duties**  
**(Against Sunderhaus and McGee)**

127. ENA re-alleges and incorporates the preceding allegations of the Complaint as if fully set forth herein.

128. As employees of ENA, Sunderhaus and McGee owed fiduciary duties to ENA.

129. Sunderhaus and McGee breached their fiduciary duties to ENA as set forth above, including by soliciting their co-workers and subordinates to leave their employment with ENA to work for a competitor while still being compensated by ENA, providing a competitor with ENA confidential information, strategizing to siphon ENA clients to a competitor, communicating with one of ENA's key clients to assist a competitor in winning the client's contract, intentionally failing to satisfactorily serve ENA's clients to sabotage those client relationships, among other acts that amounted to misconduct that served their own self-interests and the interests of others rather than the interests of ENA, as well as conduct against ENA's interests.

130. As a result of Sunderhaus's and McGee's breaches of fiduciary duties, ENA has suffered injuries, including but not limited to the loss of employees, the loss of significant client

contracts, the loss of prospective business, a reduction in value of its ENA business, and loss of goodwill and damage to client relationships.

131. ENA is entitled to recover compensatory damages in an amount to be proven at trial.

132. Sunderhaus's and McGee's conduct was willful and malicious, entitling ENA to an award of punitive damages against them.

**COUNT III**  
**Aiding and Abetting Breach of Fiduciary Duties**  
**(Against UDT and Landow)**

133. ENA re-alleges and incorporates the preceding allegations of the Complaint as if fully set forth herein.

134. As employees of ENA, Sunderhaus and McGee owed fiduciary duties to ENA.

135. While employed by ENA, Sunderhaus and McGee breached their fiduciary duties to ENA, as set forth above.

136. UDT and Landow knew of Sunderhaus's and McGee's fiduciary duties owed to ENA and that Sunderhaus's and McGee's conduct constituted breach of those fiduciary duties.

137. UDT and Landow aided and abetted Sunderhaus's and McGee's breaches of fiduciary duties by UDT's and Landow's knowing assistance and encouragement of those breaches.

138. UDT's and Landow's aiding and abetting of Sunderhaus's and McGee's breaches of fiduciary duties has caused and will continue to cause ENA significant harm.

139. ENA is entitled to relief and judgment against UDT and Landow and damages in an amount to be proven at trial, all equitable relief, interest, costs, and other such relief this Court deems proper.

140. UDT's and Landow's conduct was willful and malicious, entitling ENA to an award of punitive damages against UDT and Landow.

**COUNT IV**  
**Tortious Interference with Contract**  
**(Against UDT)**

141. ENA re-alleges and incorporates the preceding allegations of the Complaint as if fully set forth herein.

142. ENA had a contractual relationship with the Individual Defendants through their Employee Agreements.

143. UDT knew about the Employee Agreements between ENA and the Individual Defendants, as well as substantially identical agreements between ENA and other employees that UDT recruited and/or hired.

144. UDT intentionally and without justification induced breaches of such agreements by improperly aiding, abetting, and encouraging the Individual Defendants to violate their non-competition provisions, disclose confidential and/or trade secret information about ENA, solicit ENA employees, and/or solicit ENA customers. UDT has also intentionally and without justification interfered with ENA's contractual relationships with other employees who are subject to the same or similar restrictive covenants.

145. The Individual Defendants and/or other former ENA employees breached such agreements, and UDT's conduct was the proximate cause of those breaches.

146. UDT's interference has caused and will continue to cause ENA substantial damages in an amount to be determined at trial.

147. UDT's conduct was willful and malicious, entitling ENA to an award of punitive damages against UDT.



148. UDT's actions have caused and will cause ENA real, irreparable injury for which there is no adequate remedy at law.

**COUNT V**  
**Tortious Interference with Contract**  
**(Against Landow)**

149. ENA re-alleges and incorporates the preceding allegations of the Complaint as if fully set forth herein.

150. ENA had a contractual relationship with Sunderhaus and McGee through their Employee Agreements.

151. Landow knew about the Employee Agreements between ENA and Sunderhaus and McGee.

152. Landow intentionally and without justification induced breaches of such agreements by improperly aiding, abetting, and encouraging Sunderhaus and McGee to violate their non-competition provisions, disclose confidential and/or trade secret information about ENA, and/or solicit one or more ENA employees.

153. Sunderhaus and McGee breached such agreements, and Landow's conduct was the proximate cause of those breaches.

154. Landow's interference has caused and will continue to cause ENA substantial damages in an amount to be determined at trial.

155. Landow's conduct was willful and malicious, entitling ENA to an award of punitive damages against Landow.

156. Landow's actions have caused and will cause ENA real, irreparable injury for which there is no adequate remedy at law.

**COUNT VI**  
**Tortious Interference with Business Relationships**  
**(Against UDT)**

157. ENA re-alleges and incorporates the preceding allegations of the Complaint as if fully set forth herein.

158. ENA had existing business relationships with customers, including MNPS, Knox County Schools, the City of Baltimore, PGCPs, and Columbia County, Florida.

159. UDT knew of ENA's business relationship with such customers.

160. ENA's business relationship with such customers has ended or otherwise been impaired.

161. UDT intentionally and without justification caused ENA's business relationship with customers to end and/or otherwise be impaired, including by aiding and abetting Sunderhaus and McGee in breaching their fiduciary duties, improperly soliciting ENA's confidential or trade secret client information, and utilizing the services of the Individual Defendants and other former ENA employees in violation of their non-competition, confidentiality, and non-solicitation restrictions.

162. UDT's conduct has caused and will continue to cause ENA substantial damages in an amount to be determined at trial.

163. UDT's conduct was willful and malicious, entitling ENA to an award of punitive damages against UDT.

164. UDT's conduct has caused and will cause ENA real, irreparable injury for which there is no adequate remedy at law.

**COUNT VII**  
**Tortious Interference with Prospective Business**  
**(Against UDT)**

165. ENA re-alleges and incorporates the preceding allegations of the Complaint as if fully set forth herein.

166. ENA had or has existing and prospective business relationships with customers, including MNPS, Knox County Schools, the City of Baltimore, PGCPs, and Columbia County, Florida.

167. Upon information and belief, UDT has known of these business relationships at all relevant times.

168. These prospective business relationships have ended and/or otherwise been impaired.

169. UDT intentionally and without justification interfered with ENA's prospective business relationships, including by improperly aiding and abetting Sunderhaus and McGee in breaching their fiduciary duties, improperly soliciting ENA's confidential client information, improperly soliciting ENA employees, and improperly encouraging Sunderhaus and McGee to manipulate ENA's clients to give UDT an advantage over ENA.

170. UDT's conduct has caused and will continue to cause ENA substantial damages in an amount to be determined at trial.

171. UDT's conduct was willful and malicious, entitling ENA to an award of punitive damages against UDT.

172. UDT's conduct has caused and will cause ENA real, irreparable injury for which there is no adequate remedy at law.

**COUNT VIII**  
**Misappropriation of Trade Secrets Under 18 U.S.C. § 1836(b)**  
**(Against All Defendants)**

173. ENA re-alleges and incorporates the preceding allegations of the Complaint as if fully set forth herein.

174. Defendants have threatened to misappropriate and/or actually misappropriated the trade secrets of ENA, within the meaning of 18 U.S.C. § 1839(3), and as described above.

175. Defendants' threatened and/or actual misappropriation of trade secrets has caused and will cause ENA real, irreparable injury.

176. ENA has no adequate remedy at law to prevent misappropriation, disclosure, or use of its trade secrets, and is entitled to damages and permanent injunctive relief pursuant to 18 U.S.C. § 1836(b)(3)(A) and (B).

177. UDT's conduct was willful and malicious, entitling ENA to an award of exemplary damages against UDT pursuant to 18 U.S.C. § 1836(b)(3)(C).

**COUNT IX**  
**Misappropriation of Trade Secrets Under the Tennessee Uniform Trade Secrets Act**  
**(Against All Defendants)**

178. ENA re-alleges and incorporates the preceding allegations of the Complaint as if fully set forth herein.

179. Defendants have threatened to misappropriate and/or actually misappropriated the trade secrets of ENA as described above and within the meaning of Tenn. Code Ann. § 47-25-1702(4).

180. Defendants' threatened and/or actual misappropriation of trade secrets has caused and will cause ENA real, irreparable injury.

181. ENA has no adequate remedy at law to prevent misappropriation, disclosure, or use of its trade secrets, and is entitled to damages and permanent injunctive relief pursuant to Tenn. Code Ann. §§ 47-25-1703, 1704(a), including permanent injunctive relief eliminating the commercial advantage that otherwise would be derived from Defendants' misappropriation and deterring willful and malicious misappropriation.

182. UDT's conduct was willful and malicious, entitling ENA to an award of exemplary damages against UDT pursuant to Tenn. Code Ann. § 47-25-1704(b).

**COUNT X**  
**Civil Conspiracy**  
**(Against All Defendants)**

183. ENA re-alleges and incorporates the preceding allegations of the Complaint as if fully set forth herein.

184. Through the actions described above, UDT and the Individual Defendants combined to affect a common design and plan to breach or induce breach of fiduciary duties, interfere with ENA's business relationships, misappropriate ENA's trade secrets, breach the Employee Agreements and substantially identical agreements binding other former ENA employees, and/or otherwise disrupt and damage ENA's business.

185. UDT and the Individual Defendants had the intent and knowledge of each other's intent to execute their common design and plan.

186. Defendants' conspiracy had an unlawful purpose, was executed by improper means, and has unjustly enriched Defendants, while causing ENA to suffer damages in the form of lost employees, lost clients, lost business opportunities, lost revenue, lost client goodwill, reduction in value of ENA's business, and interference with ENA's operations.

187. Defendants' actions have caused and will continue to cause ENA significant damages in an amount to be determined at trial.

**JURY DEMAND**

Pursuant to Federal Rule of Civil Procedure 38(b), ENA demands a trial by jury on all issues so triable.

**PRAYER FOR RELIEF**

WHEREFORE, ENA respectfully requests that the Court enter judgment in its favor and grant relief as follows:

A. Damages in excess of \$75,000 against Defendants in an amount to be determined at trial, to include compensatory damages, exemplary damages, any other statutory damages, and punitive damages, as permitted by applicable law;

B. Entry of a permanent injunction providing that Defendants:

i. Shall return all ENA property, including all ENA confidential, proprietary, or trade secret information, to ENA, and retain no copies in any form;

ii. Shall not use or disclose any of ENA's confidential, proprietary, or trade secret information;

iii. Shall refrain from causing or condoning violations of the Employee Agreements as well as other agreements substantially identical to the Employee Agreements that ENA entered into with other former ENA employees who have become employed by UDT;

iv. Shall not allow or condone the Individual Defendants or any other former ENA employees to provide or propose to provide services on behalf of UDT to MNPS, Knox County Schools, the City of Baltimore, PGCPs, Columbia County, Florida, and any other ENA customers obtained through the wrongful conduct alleged herein, including misappropriation of

ENA trade secrets or confidential information, violations of the Employment Agreements and agreements substantially identical thereto (including the non-competition and non-solicitation provisions therein), and/or violation of fiduciary duties owed to ENA; and

v.            Shall refrain from otherwise improperly or tortiously interfering in any manner with ENA's business or customers.

C.        Reasonable attorneys' fees and costs; and

D.        Such other and further relief as the Court may deem proper and just.

Dated: March 5, 2025

/s/ C. Dewey Branstetter, Jr.

C. Dewey Branstetter, Jr., Bar No: 009367

Eric Osborne, Bar No: 023684

Micah Bradley, Bar No: 038402

SHERRARD ROE VOIGT & HARBISON, PLC

1600 West End Avenue, Suite 1750

Nashville, TN 37203

Telephone:     615.742.4567

Facsimile:     615.742.4539

[DBranstetter@svrhlaw.com](mailto:DBranstetter@svrhlaw.com)

[EOsborne@svrhlaw.com](mailto:EOsborne@svrhlaw.com)

[MBradley@svrhlaw.com](mailto:MBradley@svrhlaw.com)

and

Sterling J. LeBoeuf (Motion for *Pro Hac Vice*  
Admission Forthcoming)

DAVIS GRAHAM & STUBBS LLP

3400 Walnut Street, Suite 700

Denver, CO 80205

Telephone:     303.892.9400

Facsimile:     303.893.1379

[sterling.leboeuf@dgsllaw.com](mailto:sterling.leboeuf@dgsllaw.com)

Counsel for Plaintiffs

# **Exhibit A**



## **CONFIDENTIALITY AND NONCOMPETITION AGREEMENT**

This Confidentiality and Noncompetition Agreement (this "Agreement") is made effective as of November 21, 2005, between Education Networks of America, Inc., of 1101 McGavock Street, Nashville, TN, 37203, the party who owns the Confidential Information (as defined herein) and who will be referred to as "ENA," and Patrick McGee, of 3044 Brookview Forrest, Nashville, Tennessee, 37211, the party to whom the Confidential Information will be disclosed and who will be referred to herein as "Recipient."

### **STATEMENT OF FACTS**

1. ENA specializes in the connection of educational institutions and health care providers with a major emphasis on the education sector, and ENA also specializes in using network resources to provide training, emergency messaging, school safety tools, and emergency situation command control functions. More specifically, ENA provides secure, scalable networks that deliver access to the Internet and to specialized content sites within the ENA Network and within the aforementioned industries (the "Business").

2. Recipient is an employee of ENA and in the course of such employment may be privy and have access to strategic business plans of ENA, as well as other operating and financial information regarding ENA.

3. The parties hereto wish to provide that the Confidential Information (defined below) shall remain confidential during and following the term of Recipient's employment relationship with ENA and wish to enter into this Agreement whereby Confidential Information shall not be disclosed or disseminated by Recipient except under certain circumstances described herein, and subject to the terms and conditions set forth herein.

4. The parties hereto are executing this Agreement in order to protect the confidential nature of ENA's Business and in order for Recipient to induce ENA to disclose certain Confidential Information so that Recipient can carry out the requirements of his/her employment.

5. Recipient acknowledges that ENA's offer and Recipient's acceptance of employment, if Recipient is a new employee, or Recipient's continued employment after execution, if Recipient is already an employee, constitutes sufficient and legal consideration for this Agreement.

### **AGREEMENT**

In consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Right to Inventions, etc.** Recipient hereby assigns, grants, and transfers to ENA all right, title, and interest in and to all intellectual property, inventions, software or other designs, drawings, works of authorship, and patents, trademarks, and copyrights and applications therefor that may be useful to ENA, which are made, created, developed, or discovered by Recipient during the term of his or her employment with ENA and relate to the Business or arise out of such employment. Recipient hereby agrees to cooperate with ENA, its attorneys and agents

in effecting, memorializing, or recording any such assignment, grant, or transfer, and further agrees to take all actions ENA deems necessary or desirable to effect, memorialize or record such assignment, grant, or transfer, including without limitation the execution of documents such as applications for patents and copyrights. Any intellectual property, copyrights, patents, drawings, inventions, or designs that originated before Recipient's employment with ENA or that are unrelated to the Business and Recipient's employment with ENA shall be excepted from this agreement.

2. Definition of Confidential Information. For purposes of this Agreement, the term "Confidential Information" shall be defined to include, but not necessarily be limited to, the following information relating to the Business provided to Recipient by ENA or any other party acting by, through, or on behalf of ENA: (a) any technical information, invention, trade secret, procedure, improvement, or any portion or phase thereof, whether or not patentable; (b) any information relative to ENA's former, current or proposed customers, suppliers, sales, marketing plans, contracts, and business plans and proposals; (c) drawings, designs, computer programs, and software devices; (d) cost and pricing information, tax returns, financial statements, and any other financial information; (e) identification of personnel and salary and wage information of personnel; and (f) any other information that ENA may hereafter designate and treat as confidential and/or proprietary business information.

Confidential Information shall include information and data in any format, whether written, oral, electronic, contained on computer disks, or otherwise. However, the definition of Confidential Information shall not apply to any information that: (i) is in the public domain prior to any disclosure to Recipient; (ii) becomes publicly available other than by reason of Recipient's breach of this Agreement; or (iii) is hereafter obtained in good faith by Recipient from a third party purporting to have a bona fide right to furnish such information.

3. Agreement Regarding Confidential Information. Recipient understands and acknowledges that the Confidential Information has been developed or obtained by ENA through the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of ENA that provides ENA with a significant competitive advantage. During and at all times following the term of Recipient's employment relationship with ENA, Recipient agrees to hold in strictest confidence any and all Confidential Information received; not to reproduce any Confidential Information; not to disclose any Confidential Information to any third party; and not to use the Confidential Information for Recipient's own behalf or for the benefit of any third party, except that Recipient may disclose (i) such Confidential Information that is necessary to accomplish ordinary business transactions for the benefit of ENA, and (ii) such Confidential Information to ENA's employees, agents, or affiliates who have a need to receive such Confidential Information as a result of their specific responsibilities with respect to ENA's business and ongoing operations.

At any time upon the written request of ENA, Recipient shall immediately return to ENA all Confidential Information (including copies thereof) received. Further, Recipient will remain bound by the confidentiality obligations set forth in this Agreement for an indefinite period of time after the date of execution hereof. These obligations regarding confidential information shall survive the termination of Recipient's employment, no matter the reason for the termination or at whose instance the termination occurs.

4. Non-Competition Covenant. Due to the highly confidential nature of the Confidential Information disclosed to Recipient by ENA pursuant to this Agreement, Recipient further agrees that Recipient shall not at any time during his or her employment by ENA and for a period of one year following the termination of Recipient's employment, no matter the reason for the termination or at whose instance the termination occurs: (i) engage in the Business or otherwise compete directly or indirectly with ENA, whether as an employee, independent contractor, consultant, or otherwise, in any market serviced by ENA (the "Restricted Area"), (ii) have any interest (whether as owner, principal, director, officer, partner, shareholder, or otherwise) in any business similar to or otherwise in competition with any business carried on by ENA (including the Business) within the Restricted Area (except that this provision shall not be construed to prevent Recipient from owning up to five percent (5%) of the outstanding shares of any company that is a reporting company with the U.S. Securities and Exchange Commission), (iii) solicit, offer employment to, or otherwise attempt to hire (or assist in the hiring of) any employee of ENA; encourage, induce, or assist others in inducing any such employee of ENA to terminate or reduce his or her employment with ENA; or in any way interfere with the relationship between ENA and its employees, or (iv) contact or solicit, or direct or assist others in contacting or soliciting, for the purpose of promoting any attempt by Recipient or any third party to compete with ENA in any business carried on by ENA (including the Business), any persons or entities that were clients or customers of ENA at any time within six (6) months of the termination of Recipient's employment, or any person or entity that was actively solicited by ENA as a prospective client or customer at the time of the termination of Recipient's employment, or otherwise interfere in any way in the relationships between ENA and the aforementioned clients/customers or prospective clients/customers. For purposes of this Paragraph, the term "Restricted Area" shall be defined to include any state in which ENA had clients at the time of the termination of Recipient's employment or during the six (6) months immediately preceding such termination.

5. Reasonableness of Confidentiality and Noncompetition Provisions. The parties hereto agree that the covenants contained in Paragraphs 2-4 above are reasonable with respect to their content, duration and scope. It is the desire and intent of the parties that the provisions of the foregoing paragraphs shall be enforced to the fullest extent permissible under the laws and public policies applied. Accordingly, if any particular portion of the foregoing paragraphs shall be deemed to be invalid or unenforceable by a court of competent jurisdiction, the court making such finding shall have the authority to modify the offending portion to the minimum extent necessary to render the provision enforceable and consistent with the parties' intent as expressed in this Agreement.

6. Recipient Not Covered by Other Restrictive Covenants. Recipient hereby assures ENA that no other restrictive covenant currently applies to Recipient by virtue of prior employment or other business transaction in which Recipient has previously engaged. Specifically, Recipient is not covered by a covenant not to compete, non-solicitation or confidentiality agreement with any other person or entity which would conflict with Recipient's employment with ENA in any degree.

7. Remedies. If Recipient should violate (or threaten to violate) the terms of this Agreement, then ENA shall be entitled to all damages at law as well as all equitable remedies, including but not limited to specific performance and injunctive relief (without posting bond or other surety). It is expressly admitted by Recipient that a violation by Recipient of the terms and conditions of this Agreement will cause irreparable harm to ENA, and that in addition to all

damages at law the equitable relief described herein is merited and necessary in order to protect ENA. Further, in the event that it is necessary for ENA to institute a legal proceeding in order to enforce its rights pursuant to this Agreement, then ENA shall be entitled to receive from Recipient all costs of such litigation, including but not limited to reasonable attorneys' fees and court costs.

8. Employment at Will. It is understood by each party to this Agreement that the provisions of this Agreement do not constitute an employment contract. Recipient has not been promised employment for any definite period of time. Recipient's employment with ENA remains at the will of each party. Recipient's employment may be terminated, with or without cause, by either party at any time.

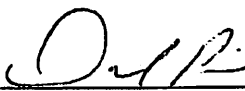
9. Applicable Law. This Agreement is executed in and shall be construed in accordance with the laws of the State of Tennessee, notwithstanding the conflict of laws doctrine of any jurisdiction to the contrary.

10. General Provisions. This Agreement sets forth the entire understanding of the parties regarding confidentiality and noncompetition. Any amendments to this Agreement must be in writing and signed by both parties. The parties acknowledge that this Agreement has been entered into due to, among other things, the special skills of Recipient, and agree that this Agreement may not be assigned or transferred by Recipient, in whole or in part, without the prior written consent of ENA. This Agreement shall be binding upon and shall inure to the benefit of ENA and its successors and assigns.


11. Waiver. No waiver of any provision of this Agreement shall be effective unless the waiver is in writing and duly executed by both parties. Furthermore, the waiver by a party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof by either party.

IN WITNESS WHEREOF, this Agreement is executed as of the day and date first above written.

EDUCATION NETWORKS OF AMERICA, INC.

By:   
Its: President

RECIPIENT

By:   
Name: Patrick McGee  
Title: Associate ASM/Sales Support  
Date: 11/21/05

## **Exhibit B**

## **CONFIDENTIALITY AND NONCOMPETITION AGREEMENT**

This Confidentiality and Noncompetition Agreement (this "Agreement") is made effective as of 4/13/2009, between Education Networks of America, Inc., of 1101 McGavock Street, Nashville, TN, 37203, the party who owns the Confidential Information (as defined herein) and who will be referred to as "ENA," and Mark Sunderhaus, of 3203 Parthenon Ave. Nashville, TN 37203, the party to whom the Confidential Information will be disclosed and who will be referred to herein as "Recipient."

### **STATEMENT OF FACTS**

1. ENA specializes in the connection of educational institutions and government agencies with a major emphasis on the education sector. More specifically, ENA provides secure, scalable networks that deliver access to the Internet and to specialized content sites within the ENA Network and within the aforementioned industries (the "Business").
2. Recipient is an employee of ENA and in the course of such employment may be privy and have access to strategic business plans of ENA, as well as other operating and financial information regarding ENA.
3. The parties hereto wish to provide that the Confidential Information (defined below) shall remain confidential during and following the term of Recipient's employment relationship with ENA and wish to enter into this Agreement whereby Confidential Information shall not be disclosed or disseminated by Recipient except under certain circumstances described herein, and subject to the terms and conditions set forth herein.
4. The parties hereto are executing this Agreement in order to protect the confidential nature of ENA's Business and in order for Recipient to induce ENA to disclose certain Confidential Information so that Recipient can carry out the requirements of his/her employment.
5. Recipient acknowledges that ENA's offer and Recipient's acceptance of employment, if Recipient is a new employee, or Recipient's continued employment after execution, if Recipient is already an employee, constitutes sufficient and legal consideration for this Agreement.

### **AGREEMENT**

In consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Right to Inventions, etc.** Recipient hereby assigns, grants, and transfers to ENA all right, title, and interest in and to all intellectual property, inventions, software or other designs, drawings, works of authorship, and patents, trademarks, and copyrights and applications therefor that may be useful to ENA, which are made, created, developed, or discovered by Recipient during the term of his or her employment with ENA and relate to the Business or arise out of such employment. Recipient hereby agrees to cooperate with ENA, its attorneys and agents in effecting, memorializing, or recording any such assignment, grant, or transfer, and further agrees to take all actions ENA deems necessary or desirable to effect, memorialize or record such

assignment, grant, or transfer, including without limitation the execution of documents such as applications for patents and copyrights. Any intellectual property, copyrights, patents, drawings, inventions, or designs that originated before Recipient's employment with ENA or that are unrelated to the Business and Recipient's employment with ENA shall be excepted from this agreement.

2. **Definition of Confidential Information.** For purposes of this Agreement, the term "Confidential Information" shall be defined to include, but not necessarily be limited to, the following information relating to the Business provided to Recipient by ENA or any other party acting by, through, or on behalf of ENA: (a) any technical information, invention, trade secret, procedure, improvement, or any portion or phase thereof, whether or not patentable; (b) any information relative to ENA's former, current or proposed customers, suppliers, sales, marketing plans, contracts, and business plans and proposals; (c) drawings, designs, computer programs, and software devices; (d) cost and pricing information, tax returns, financial statements, and any other financial information; (e) identification of personnel and salary and wage information of personnel; and (f) any other information that ENA may hereafter designate and treat as confidential and/or proprietary business information.

Confidential Information shall include information and data in any format, whether written, oral, electronic, contained on computer disks, or otherwise. However, the definition of Confidential Information shall not apply to any information that: (i) is in the public domain prior to any disclosure to Recipient; (ii) becomes publicly available other than by reason of Recipient's breach of this Agreement; or (iii) is hereafter obtained in good faith by Recipient from a third party purporting to have a bona fide right to furnish such information.

3. **Agreement Regarding Confidential Information.** Recipient understands and acknowledges that the Confidential Information has been developed or obtained by ENA through the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of ENA that provides ENA with a significant competitive advantage. During and at all times following the term of Recipient's employment relationship with ENA, Recipient agrees to hold in strictest confidence any and all Confidential Information received; not to reproduce any Confidential Information; not to disclose any Confidential Information to any third party; and not to use the Confidential Information for Recipient's own behalf or for the benefit of any third party, except that Recipient may disclose (i) such Confidential Information that is necessary to accomplish ordinary business transactions for the benefit of ENA, and (ii) such Confidential Information to ENA's employees, agents, or affiliates who have a need to receive such Confidential Information as a result of their specific responsibilities with respect to ENA's business and ongoing operations.

At any time upon the written request of ENA, Recipient shall immediately return to ENA all Confidential Information (including copies thereof) received. Further, Recipient will remain bound by the confidentiality obligations set forth in this Agreement for an indefinite period of time after the date of execution hereof. These obligations regarding confidential information shall survive the termination of Recipient's employment, no matter the reason for the termination or at whose instance the termination occurs.

4. Non-Competition Covenant. Due to the highly confidential nature of the Confidential Information disclosed to Recipient by ENA pursuant to this Agreement, Recipient further agrees that Recipient shall not at any time during his or her employment by ENA and for a period of one year following the termination of Recipient's employment, no matter the reason for the termination or at whose instance the termination occurs: (i) engage in the Business or otherwise compete directly or indirectly with ENA, whether as an employee, independent contractor, consultant, or otherwise, in any market serviced by ENA (the "Restricted Area"), (ii) have any interest (whether as owner, principal, director, officer, partner, shareholder, or otherwise) in any business similar to or otherwise in competition with any business carried on by ENA (including the Business) within the Restricted Area (except that this provision shall not be construed to prevent Recipient from owning up to five percent (5%) of the outstanding shares of any company that is a reporting company with the U.S. Securities and Exchange Commission), (iii) solicit, offer employment to, or otherwise attempt to hire (or assist in the hiring of) any employee of ENA; encourage, induce, or assist others in inducing any such employee of ENA to terminate or reduce his or her employment with ENA; or in any way interfere with the relationship between ENA and its employees, or (iv) contact or solicit, or direct or assist others in contacting or soliciting, for the purpose of promoting any attempt by Recipient or any third party to compete with ENA in any business carried on by ENA (including the Business), any persons or entities that were clients or customers of ENA at any time within six (6) months of the termination of Recipient's employment, or any person or entity that was actively solicited by ENA as a prospective client or customer at the time of the termination of Recipient's employment, or otherwise interfere in any way in the relationships between ENA and the aforementioned clients/customers or prospective clients/customers. For purposes of this Paragraph, the term "Restricted Area" shall be defined to include any state in which ENA had clients at the time of the termination of Recipient's employment or during the six (6) months immediately preceding such termination.

5. Reasonableness of Confidentiality and Noncompetition Provisions. The parties hereto agree that the covenants contained in Paragraphs 2-4 above are reasonable with respect to their content, duration and scope. It is the desire and intent of the parties that the provisions of the foregoing paragraphs shall be enforced to the fullest extent permissible under the laws and public policies applied. Accordingly, if any particular portion of the foregoing paragraphs shall be deemed to be invalid or unenforceable by a court of competent jurisdiction, the court making such finding shall have the authority to modify the offending portion to the minimum extent necessary to render the provision enforceable and consistent with the parties' intent as expressed in this Agreement.

6. Recipient Not Covered by Other Restrictive Covenants. Recipient hereby assures ENA that no other restrictive covenant currently applies to Recipient by virtue of prior employment or other business transaction in which Recipient has previously engaged. Specifically, Recipient is not covered by a covenant not to compete, non-solicitation or confidentiality agreement with any other person or entity which would conflict with Recipient's employment with ENA in any degree.

7. Remedies. If Recipient should violate (or threaten to violate) the terms of this Agreement, then ENA shall be entitled to all damages at law as well as all equitable remedies, including but not limited to specific performance and injunctive relief (without posting bond or other surety). It is expressly admitted by Recipient that a violation by Recipient of the terms and conditions of this Agreement will cause irreparable harm to ENA, and that in addition to all damages at law the equitable relief described herein is merited and necessary in order to protect



ENA. Further, in the event that it is necessary for ENA to institute a legal proceeding in order to enforce its rights pursuant to this Agreement, then ENA shall be entitled to receive from Recipient all costs of such litigation, including but not limited to reasonable attorneys' fees and court costs.

8. Employment at Will. It is understood by each party to this Agreement that the provisions of this Agreement do not constitute an employment contract. Recipient has not been promised employment for any definite period of time. Recipient's employment with ENA remains at the will of each party. Recipient's employment may be terminated, with or without cause, by either party at any time.

9. Applicable Law. This Agreement is executed in and shall be construed in accordance with the laws of the State of Tennessee, notwithstanding the conflict of laws doctrine of any jurisdiction to the contrary.

10. General Provisions. This Agreement sets forth the entire understanding of the parties regarding confidentiality and noncompetition. Any amendments to this Agreement must be in writing and signed by both parties. The parties acknowledge that this Agreement has been entered into due to, among other things, the special skills of Recipient, and agree that this Agreement may not be assigned or transferred by Recipient, in whole or in part, without the prior written consent of ENA. This Agreement shall be binding upon and shall inure to the benefit of ENA and its successors and assigns.

11. Waiver. No waiver of any provision of this Agreement shall be effective unless the waiver is in writing and duly executed by both parties. Furthermore, the waiver by a party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof by either party.

IN WITNESS WHEREOF, this Agreement is executed as of the day and date first above written.

EDUCATION NETWORKS OF AMERICA, INC.



By: \_\_\_\_\_

Its: Chairman of the Board, CEO & President

RECIPIENT



Name: Mark Sunderhaus

Title: ASM  
Date: 4/2/09

## **Exhibit C**

## **CONFIDENTIALITY AND NONCOMPETITION AGREEMENT**

This Confidentiality and Noncompetition Agreement (this "Agreement") is made effective as of July 24, 2008, between Education Networks of America, Inc., of 1101 McGavock Street, Nashville, TN, 37203, the party who owns the Confidential Information (as defined herein) and who will be referred to as "ENA," and Oliver R. Landow, of 14055, 3418 Deanwood Ave., Ellicott City, MD 21043, the party to whom the Confidential Information will be disclosed and who will be referred to herein as "Recipient."

### **STATEMENT OF FACTS**

1. ENA specializes in the connection of educational institutions and health care providers with a major emphasis on the education sector, and ENA also specializes in using network resources to provide training, emergency messaging, school safety tools, and emergency situation command control functions. More specifically, ENA provides secure, scalable networks that deliver access to the Internet and to specialized content sites within the ENA Network and within the aforementioned industries (the "Business").

2. Recipient is an employee of ENA and in the course of such employment may be privy and have access to strategic business plans of ENA, as well as other operating and financial information regarding ENA.

3. The parties hereto wish to provide that the Confidential Information (defined below) shall remain confidential during and following the term of Recipient's employment relationship with ENA and wish to enter into this Agreement whereby Confidential Information shall not be disclosed or disseminated by Recipient except under certain circumstances described herein, and subject to the terms and conditions set forth herein.

4. The parties hereto are executing this Agreement in order to protect the confidential nature of ENA's Business and in order for Recipient to induce ENA to disclose certain Confidential Information so that Recipient can carry out the requirements of his/her employment.

5. Recipient acknowledges that ENA's offer and Recipient's acceptance of employment, if Recipient is a new employee, or Recipient's continued employment after execution, if Recipient is already an employee, constitutes sufficient and legal consideration for this Agreement.

### **AGREEMENT**

In consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Right to Inventions, etc.** Recipient hereby assigns, grants, and transfers to ENA all right, title, and interest in and to all intellectual property, inventions, software or other designs, drawings, works of authorship, and patents, trademarks, and copyrights and applications therefor that may be useful to ENA, which are made, created, developed, or discovered by

Recipient during the term of his or her employment with ENA and relate to the Business or arise out of such employment. Recipient hereby agrees to cooperate with ENA, its attorneys and agents in effecting, memorializing, or recording any such assignment, grant, or transfer, and further agrees to take all actions ENA deems necessary or desirable to effect, memorialize or record such assignment, grant, or transfer, including without limitation the execution of documents such as applications for patents and copyrights. Any intellectual property, copyrights, patents, drawings, inventions, or designs that originated before Recipient's employment with ENA or that are unrelated to the Business and Recipient's employment with ENA shall be excepted from this agreement.

2. Definition of Confidential Information. For purposes of this Agreement, the term "Confidential Information" shall be defined to include, but not necessarily be limited to, the following information relating to the Business provided to Recipient by ENA or any other party acting by, through, or on behalf of ENA: (a) any technical information, invention, trade secret, procedure, improvement, or any portion or phase thereof, whether or not patentable; (b) any information relative to ENA's former, current or proposed customers, suppliers, sales, marketing plans, contracts, and business plans and proposals; (c) drawings, designs, computer programs, and software devices; (d) cost and pricing information, tax returns, financial statements, and any other financial information; (e) identification of personnel and salary and wage information of personnel; and (f) any other information that ENA may hereafter designate and treat as confidential and/or proprietary business information.

Confidential Information shall include information and data in any format, whether written, oral, electronic, contained on computer disks, or otherwise. However, the definition of Confidential Information shall not apply to any information that: (i) is in the public domain prior to any disclosure to Recipient; (ii) becomes publicly available other than by reason of Recipient's breach of this Agreement; or (iii) is hereafter obtained in good faith by Recipient from a third party purporting to have a bona fide right to furnish such information.

3. Agreement Regarding Confidential Information. Recipient understands and acknowledges that the Confidential Information has been developed or obtained by ENA through the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of ENA that provides ENA with a significant competitive advantage. During and at all times following the term of Recipient's employment relationship with ENA, Recipient agrees to hold in strictest confidence any and all Confidential Information received; not to reproduce any Confidential Information; not to disclose any Confidential Information to any third party; and not to use the Confidential Information for Recipient's own behalf or for the benefit of any third party, except that Recipient may disclose (i) such Confidential Information that is necessary to accomplish ordinary business transactions for the benefit of ENA, and (ii) such Confidential Information to ENA's employees, agents, or affiliates who have a need to receive such Confidential Information as a result of their specific responsibilities with respect to ENA's business and ongoing operations.

At any time upon the written request of ENA, Recipient shall immediately return to ENA all Confidential Information (including copies thereof) received. Further, Recipient will remain bound by the confidentiality obligations set forth in this Agreement for an indefinite period

of time after the date of execution hereof. These obligations regarding confidential information shall survive the termination of Recipient's employment, no matter the reason for the termination or at whose instance the termination occurs.

4. Non-Competition Covenant. Due to the highly confidential nature of the Confidential Information disclosed to Recipient by ENA pursuant to this Agreement, Recipient further agrees that Recipient shall not at any time during his or her employment by ENA and for a period of one year following the termination of Recipient's employment, no matter the reason for the termination or at whose instance the termination occurs: (i) engage in the Business or otherwise compete directly or indirectly with ENA, whether as an employee, independent contractor, consultant, or otherwise, in any market serviced by ENA (the "Restricted Area"), (ii) have any interest (whether as owner, principal, director, officer, partner, shareholder, or otherwise) in any business similar to or otherwise in competition with any business carried on by ENA (including the Business) within the Restricted Area (except that this provision shall not be construed to prevent Recipient from owning up to five percent (5%) of the outstanding shares of any company that is a reporting company with the U.S. Securities and Exchange Commission), (iii) solicit, offer employment to, or otherwise attempt to hire (or assist in the hiring of) any employee of ENA; encourage, induce, or assist others in inducing any such employee of ENA to terminate or reduce his or her employment with ENA; or in any way interfere with the relationship between ENA and its employees, or (iv) contact or solicit, or direct or assist others in contacting or soliciting, for the purpose of promoting any attempt by Recipient or any third party to compete with ENA in any business carried on by ENA (including the Business), any persons or entities that were clients or customers of ENA at any time within six (6) months of the termination of Recipient's employment, or any person or entity that was actively solicited by ENA as a prospective client or customer at the time of the termination of Recipient's employment, or otherwise interfere in any way in the relationships between ENA and the aforementioned clients/customers or prospective clients/customers. For purposes of this Paragraph, the term "Restricted Area" shall be defined to include any state in which ENA had clients at the time of the termination of Recipient's employment or during the six (6) months immediately preceding such termination.

5. Reasonableness of Confidentiality and Noncompetition Provisions. The parties hereto agree that the covenants contained in Paragraphs 2-4 above are reasonable with respect to their content, duration and scope. It is the desire and intent of the parties that the provisions of the foregoing paragraphs shall be enforced to the fullest extent permissible under the laws and public policies applied. Accordingly, if any particular portion of the foregoing paragraphs shall be deemed to be invalid or unenforceable by a court of competent jurisdiction, the court making such finding shall have the authority to modify the offending portion to the minimum extent necessary to render the provision enforceable and consistent with the parties' intent as expressed in this Agreement.

6. Recipient Not Covered by Other Restrictive Covenants. Recipient hereby assures ENA that no other restrictive covenant currently applies to Recipient by virtue of prior employment or other business transaction in which Recipient has previously engaged. Specifically, Recipient is not covered by a covenant not to compete, non-solicitation or confidentiality agreement with any other person or entity which would conflict with Recipient's employment with ENA in any degree.

7. Remedies. If Recipient should violate (or threaten to violate) the terms of this Agreement, then ENA shall be entitled to all damages at law as well as all equitable remedies, including but not limited to specific performance and injunctive relief (without posting bond or other surety). It is expressly admitted by Recipient that a violation by Recipient of the terms and conditions of this Agreement will cause irreparable harm to ENA, and that in addition to all damages at law the equitable relief described herein is merited and necessary in order to protect ENA. Further, in the event that it is necessary for ENA to institute a legal proceeding in order to enforce its rights pursuant to this Agreement, then ENA shall be entitled to receive from Recipient all costs of such litigation, including but not limited to reasonable attorneys' fees and court costs.

8. Employment at Will. It is understood by each party to this Agreement that the provisions of this Agreement do not constitute an employment contract. Recipient has not been promised employment for any definite period of time. Recipient's employment with ENA remains at the will of each party. Recipient's employment may be terminated, with or without cause, by either party at any time.

9. Applicable Law. This Agreement is executed in and shall be construed in accordance with the laws of the State of Tennessee, notwithstanding the conflict of laws doctrine of any jurisdiction to the contrary.

10. General Provisions. This Agreement sets forth the entire understanding of the parties regarding confidentiality and noncompetition. Any amendments to this Agreement must be in writing and signed by both parties. The parties acknowledge that this Agreement has been entered into due to, among other things, the special skills of Recipient, and agree that this Agreement may not be assigned or transferred by Recipient, in whole or in part, without the prior written consent of ENA. This Agreement shall be binding upon and shall inure to the benefit of ENA and its successors and assigns.

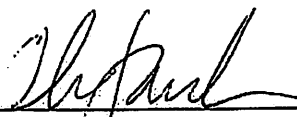
11. Waiver. No waiver of any provision of this Agreement shall be effective unless the waiver is in writing and duly executed by both parties. Furthermore, the waiver by a party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof by either party.

IN WITNESS WHEREOF, this Agreement is executed as of the day and date first above written.

EDUCATION NETWORKS OF AMERICA, INC.

By: David M. Pierce /js  
Its: Chairman, CEO and President

RECIPIENT

By:   
Name: Oliver R. Landow  
Title: National Customer Services Director  
Date: 8/10/08



## **Exhibit D**

**DECLARATION OF STEPHEN CLARKE**

I, Stephen Clarke, declare as follows in accordance with 28 U.S.C. § 1746:

1. I am over 18 years of age. This declaration is based upon my personal knowledge. If called as a witness, I could and would testify to the matters set forth herein.
2. I am a Principal, Senior Sales Manager for Zayo Group, LLC ("Zayo") and its subsidiary Zayo Education, LLC, f/k/a Education Networks of America, Inc. ("ENA").
3. I have worked for ENA and/or Zayo since 2011.
4. Zayo acquired ENA in June 2022.
5. ENA provides managed network connectivity, communications and cybersecurity services to K-12 school districts participating in the federally-funded E-Rate program, as well as other public sector customers.
6. In my role at ENA, I lead a sales team that promotes ENA products and services to an account base consisting of largely K-12 education customers such as schools and school districts.
7. I am the primary point of contact for my customers not only for sales but frequently also customer service issues.
8. In 2023, I reported directly to Mark Sunderhaus at ENA.
9. Beginning in approximately December 2023, Mark and another of my colleagues at ENA, Patrick McGee, told me they had signed on to work for United Data Technologies ("UDT"), and shortly thereafter began recruiting me to come work for UDT while they were still employed for ENA.
10. Mark told me that he and Patrick had already started working at UDT but wouldn't accept any paychecks from UDT until February or March of 2024, once they had received six-figure bonuses from ENA. He told me that he and Patrick were working on a transition plan to move ENA customers to UDT.
11. In text messages on December 2, 2023, Mark confirmed that he and Patrick "are the TN Co-Leads" for UDT. He sent me various details regarding potential compensation plans and roles for me and another ENA Account Director (Andrew Bryant) he and Patrick were recruiting.
12. Also on December 2, 2023, Mark texted me that Miguel Falla (Senior VP of Sales at UDT) and Oliver Landow (a former ENA Account Director who had moved over to UDT) would be calling me. I spoke to Miguel and Oliver that day about a potential job with UDT and UDT's plans to enter the E-Rate Category 1 – Internet/ WAN/ Content Filtering/ Hosted firewall business, which would be directly competitive with ENA. This business line involves

connecting school districts with internet access to the outside world and related data transport and other services (as opposed to E-Rate “Category 2” which is focused on internal connectivity).

13. On December 5, 2023, Mark sent me a text message regarding having talked to yet another ENA Account Director, Brandon Calhoun “about being the other AE [Account Executive] in Tennessee.”

14. At a conference in December 2023, Mark and Patrick continued asking me to come work for UDT, mentioning that they were working to secure a budget from UDT to hire me.

15. During this same timeframe, Mark and Patrick would also use ENA conference calls (which I was also part of) as opportunities to discuss plans for UDT. One moment we would be discussing ENA business and the next moment they would be mentioning their work for UDT.

16. On December 11, 2023, I went to lunch at Tupelo Honey in Franklin, Tennessee with Patrick and Mark (both of whom were still ENA employees).

17. At the lunch, not only were Patrick and Mark present but so were two former ENA employees who by this time had already become employed by UDT—Simon Weller and Rachel Little.

18. At this lunch, Simon, Patrick, and Mark discussed the best strategy to take business from ENA. Simon mentioned that UDT had approved the budget to hire 30 employees to spin up an E-Rate Category 1 business competitive with ENA.

19. Mark and Patrick mentioned that they had been engaged in conversations with ENA customers to pave the way to move these customers to UDT.

20. Patrick talked about how, if UDT won Metro Nashville Public Schools (MNPS), UDT would be able to take over ENA’s business throughout the whole state, but even if that didn’t happen, UDT had another way to pull ENA customers over to UDT through a different procurement vehicle.

21. At the lunch, Mark and Patrick asked me if I was on board with moving over to UDT with them. They said they had been burned by two other employees that they tried to recruit and wanted to make sure I was on board. I didn’t make any commitments but was hesitant to outright reject the offer because Mark was still my boss at ENA.

22. At the lunch, the topic of the non-competes that various ENA employees (including myself) were under came up. It was clear to me that Simon, Patrick, and Mark were aware of the non-competes but didn’t care about them, and the non-competes wouldn’t be an impediment to UDT moving forward with its plans to recruit ENA employees.

23. I visited UDT's offices in Miramar, Florida on December 19, 2023 for an interview.

24. While at UDT's offices, I met with Oliver Landow and Miguel Falla, as well as Jesus Pena. I also had lunch with Henry Fleches (the CEO and Co-Founder of UDT), Miguel, and Oliver.

25. From the moment I walked in, Oliver, Miguel, and Jesus began pressuring me to provide them with information about ENA's customers and accounts, including what specific customer accounts I was managing and the revenues associated with such accounts.

26. I considered the detail on customers and associated revenue amounts to be confidential to ENA and did not provide it.

27. Such detail is kept confidential at ENA through a variety of means (including password protection) and would have significant economic value to a competitor such as UDT.

28. Also during this meeting, Oliver, Miguel, and Jesus referenced the ENA non-compete agreements. They suggested strategies I could use to prevent ENA from learning that I would be going to work for UDT in the event I accepted UDT's offer, including lying to ENA to say that I was "just taking time off" and not updating my LinkedIn profile. They suggested they could give me a generic and misleading title at UDT to avoid "tipping off" anyone at ENA.

29. It was very clear to me from this conversation that Oliver, Miguel, and Jesus were well aware of the non-compete and other restrictions that I and other ENA employees were under. In fact, they talked about which aspects of a litigation over the non-compete issues UDT would pay for, so it was clear to me they in fact anticipated possible litigation. They also referenced having been involved in similar types of litigation previously.

30. Back at ENA, Mark and Patrick continued to use ENA weekly check-in meetings to coordinate on how they would sabotage ENA's business for the benefit of UDT.

31. In one specific instance, Mark and Patrick mentioned another large Tennessee education customer. They instructed that customer not to cancel a large order within their ENA contract until Mark and Patrick had left ENA. Mark and Patrick told me that the purpose of this timing was to avoid incentive compensation on this order from being deducted from their compensation.

32. Indeed, shortly after Mark and Patrick left ENA, that customer cancelled that large order.

33. Another strategy Mark and Patrick employed was to fail to make E-Rate filings for upgraded products or services that customers needed. ENA customers would instruct Mark and Patrick to place an order (such as for internet access for a new school), yet Mark and Patrick would intentionally fail to place that order.

34. The customer would then blame ENA for failing to place the order after Mark and Patrick had moved over to UDT.

35. In some cases, this conduct resulted in a crisis situation for the customer because internet access for schools and students was jeopardized.

36. This conduct caused significant harm to ENA customer relationships.

37. A related strategy Mark and Patrick employed was to intentionally allow ENA customer satisfaction issues to go unresolved so that once they had fully transitioned to UDT, it would be easier to “pull over” these customers over to UDT.

38. Their obvious intention with both of these strategies was to damage ENA’s relationships with the customers and then “save the day” and garner favor with customers once Mark and Patrick had fully transitioned to UDT.

39. To sum up, Mark and Patrick’s overall strategy was to “set the house on fire” at ENA so that it would be easier to pull over ENA customers and associated revenue once they had fully transitioned to UDT.

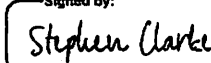
40. Mark and Patrick resigned from ENA shortly after ENA issued bonuses at approximately the beginning of March 2024.

41. More recently, during the week of February 25, 2025, I learned that UDT has been telling ENA customers that ENA is leaving the Tennessee market, which is completely untrue.

42. I have had an opportunity to review and revise this declaration to make it accurate and complete.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 3/4/2025 | 11:10:50 MST (date)

Signed by:  
  
407507005300440  
Stephen Clarke

**Exhibit C – Evaluator Notes**

After two requests, ENA was provide a cryptic list of “Notes” which were apparently utilized during the evaluation process. There was no identifying information to determine who prepared the notes, to whom the notes were provided, or how the notes were utilized during the evaluation process for RFP 2528.

These “Notes” contain inaccuracies and factually incorrect statements. In the absence of any information to confirm the accuracy of the information contained within these notes, any reliance upon this information by the evaluators would have been arbitrary, capricious, and unreasonable.

Below are several examples of the information contained in the notes, after which appears ENA’s response to demonstrate why the notes were inaccurate or misleading, demonstrating why any reliance on these notes during the evaluation process was unjustified.

- **Evaluator Note:** “Resolution times are significantly longer over previous years”
  - **Response:** ENA has acknowledged publicly and in our response to Anderson County that ENA experienced some challenges as it became part of Zayo. However, ENA dedicated itself to overcoming those challenges. Today, ENA’s mean time to resolution (“MTTR”) to fix service issues is slightly *faster* than it was in 2021, not slower. 2021 was the last full calendar year prior to acquisition by Zayo. MTTR for all services in 2021 was 2 hours, 13 minutes, 42 seconds. MTTR for all services in 2024 is 2 hours, 12 minutes, 45 seconds.
- **Evaluator Note:** “AT&T Cell boosters where never able to work on the system. After months and countless hours we sent the cell boosters back to AT&T and were not able to put the extra layer of safety in those schools.”
  - **Response:** ENA has no record that ENA was ever contacted about support of AT&T cell boosters. ENA has not been able to locate any support requests for this issue or anything that references AT&T, cell boosters, or firewall rules for cell boosters. ENA has also searched through past service delivery and implementation project tickets in case this was something that ran through ENA’s network engineering and service delivery teams but has not found any information about a request from Anderson County to set this up.
- **Evaluator Note:** “Removed DHCP helper address from routers at our LEA, as well as a few schools. Rendering us without IP addresses. Internet down for a partial day.”
  - **Response:** ENA added a DHCP helper address on February 6, 2024 (Ticket: ENA-181772) by request of Anderson County, and everything appeared to be working properly. On April 25, 2024 (Ticket: ENA-196656), almost three months later, ENA received a report that DHCP was no longer working at the LEA site. During the initial troubleshooting for the ticket on April 25, ENA’s engineer rebooted the

router in an attempt to restore service and mistakenly deleted the DHCP helper configuration. Anderson County called back on the same day, about 30 minutes after the original call, and another engineer noticed the missing DHCP helper address, replaced the config and verified that services were working.

- **Evaluator Note:** “Took weeks to allow VR headsets on the network.”
  - **Response:** ENA received a request from Anderson County to enable a Virtual Reality (“VR”) headset on their network. An engineer applied a firewall policy to allow the headset’s traffic, based upon research to determine the specific firewall rules required for the headset to function. Anderson County was notified by ENA on November 12, 2024 that this policy had been applied and received no response. Later that month, Anderson County had a conversation at a regional Tennessee Educational Technology Association meeting with Jahna Yamagishi, Zayo (ENA) Education Head of Service Assurance, and they mentioned that the VR headset was not working. This issue had never been previously raised to ENA. On its own initiative, ENA researched further configuration that may be required to allow the specific brand of VR headset to work. Anderson County was notified before the end of November that ENA had applied the new configuration which allowed the VR to function properly.