



TOWN OF ASHLAND CITY

Regularly Scheduled City Council Meeting-

November 19, 2024, 6:00 PM

Agenda

Mayor: Gerald Greer

Council Members: Tim Adkins, Nicole Binkley, Chris Kerrigan, Michael Smith, Kevin Thompson, Tony Young

CALL TO ORDER

ROLL CALL

PLEDGE AND PRAYER

PUBLIC HEARING

1. Public Hearing: Resolution: Issuance of General Obligation Bonds Not to Exceed \$ 4,460,000

APPROVAL OF AGENDA

APPROVAL OF MINUTES

2. October 8, 2024, City Council Meeting Minutes
3. October 8, 2024, Beer Board Minutes

PUBLIC FORUM

REPORTS

5. Attorney - Jennifer Noe

UNFINISHED BUSINESS

6. RESOLUTION 2024-27: Wage and Salary Policy Change
7. ORDINANCE 630: Park Advisory Board Policy Change
8. ORDINANCE 629: Budget Amendment # 1 - Fiscal Year 2024-2025 - Paving - 2nd Reading
9. Police Shooting Range Discussion

NEW BUSINESS

10. ORDINANCE 632: Rezone Elizabeth St and Willow St - 1st Reading
11. Pleasant View Utility District Contract
12. RESOLUTION 2024-23: Initial Issuance of General Obligation Bonds Not to Exceed \$ 4,460,000
13. RESOLUTION 2024-24: Issuance of General Obligation Bonds Not to Exceed \$ 4,460,000
14. ORDINANCE 631: Budget Amendment # 2 - Fire Fighters Back Pay - fye 2024-2025
15. RESOLUTION 2024-29: Driver Safety Grant Discussion
16. RESOLUTION 2024-26: Apply for \$ 10,000 Dollar Grant with Tennessee Highway Safety Office - Polce Department
17. T.B.I. - Management Agreement -Police Department
18. RESOLUTION 2024-25: Department of safety and Homeland Security Grant - Fire Department
19. Award the CDBG bid for the 3 sewer pump stations.

SURPLUS PROPERTY NOMINATIONS

EXPENDITURE REQUESTS

[20.](#) Fire Catt Hose Testing - Fire Department

[21.](#) Thrive 55+ - Grant # 84202 - Painting and Door Quote & Permission to Bid Flooring Replacement.

[22.](#) RESOLUTION 2024-28: Cooperative Purchase Agreement with OMNIA for City Hall Furniture

OTHER

23. City Admin Discussion - Gary Jaeckel

ADJOURNMENT

Those with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, should contact the ADA Coordinator at 615-792-6455, M-F 8:00 AM – 4:00 PM. The town will make reasonable accommodations for those persons.

**NOTICE OF MEETING
OF THE CITY COUNCIL OF
THE TOWN OF ASHLAND CITY**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of the Town of Ashland City (the "Town") will meet in open and public session at the Senior Center (104 Ruth Drive) at 6 p.m., on Tuesday, November 19, 2024, for the purpose of considering all matters as may be properly presented to it, including the consideration of an initial resolution and a bond resolution authorizing the issuance of \$4,460,000 General Obligation Bonds, the proceeds of which will be used to finance the construction, improvement, repair, renovation and equipping of city hall and related costs.

If a member of the public wishes to speak at a meeting, he or she must complete an information form available at such meeting and submit it to the transcriber prior to the public forum. This notice is given pursuant to the provisions of Sections 8-44-101 to 8-44-106, inclusive, Tennessee Code Annotated.



TOWN OF ASHLAND CITY
Regularly Scheduled City Council Meeting-
October 08, 2024, 6:00 PM
Minutes

CALL TO ORDER

Mayor Greer called the meeting to order at 6:11 p.m.

ROLL CALL

Mayor Gerald Greer
Vice Mayor Chris Kerrigan
Councilman Tim Adkins
Councilwoman: Nicole Binkley
Councilman Michael Smith
Councilman Kevin Thompson
Councilman Tony Young

PLEDGE AND PRAYER

Councilman Adkins led with the Pledge and Prayer

PUBLIC HEARING

1. Advertising for Rezone for the City - 2ND Reading
A motion was made by Councilman Thompson, Seconded by Vice Mayor Kerrigan, to close the public hearing. All approved by voice vote.

APPROVAL OF AGENDA

A motion was made by Councilwoman Binkley, Seconded by Councilman Young, to approve the agenda. All approved by voice vote.

APPROVAL OF MINUTES

2. September 10, 2024, Minutes
A motion was made by Councilman Smith, Seconded by Vice Mayor Kerrigan, to approve the September 10, 2024, minutes. All approved by voice vote.

PUBLIC FORUM

NONE

REPORTS

4. Attorney - Jennifer Noe – Stated that she does not have anything that is not on the agenda for tonight.

UNFINISHED BUSINESS

5. ORDINANCE: Rezone for the City - 2nd Reading – Recorder Mary Molepske read the ordinance.
A motion was made by Councilman Adkins, Seconded by Vice Mayor Kerrigan, to approve the rezone ordinance. Voting Yea: Councilman Smith, Vice Mayor Kerrigan, Councilman Young, Councilwoman Binkley, Councilman Adkins, Councilman Thompson, Mayor Greer. Voting Nay: 0

NEW BUSINESS

6. City Hall Change Order
A motion was made by Councilman Adkins, Seconded by Councilwoman Binkley, to move the City Hall Change order to the end of new business to contact Josh Wright. All approved by voice vote.

7. Wage and Salary Discussion (formerly Employee Manual Discussion)
A motion was made by Vice Mayor Kerrigan, Seconded by Councilman Thompson, to defer until November Workshop to allow Attorney Noe time to draft the changes to flex time policies for salary employees. All approved by voice vote.
8. Appoint BZA Member
A motion was made by Councilman Adkins, Seconded by Councilman Smith, to nominate Sandra Braden as new BZA Board member. All approved by voice vote.
9. ORDINANCE: Budget Amendment #1 Fiscal Year 2024-2025 - Paving - 1st Reading
A motion was made by Vice Mayor Kerrigan, Seconded by Councilwoman Binkley, to approve the Budget amendment for the paving projects. Voting Yea: Vice Mayor Kerrigan, Councilwoman Binkley, Councilman Smith, Councilman Young, Councilman Adkins, Councilman Thompson, Mayor Greer. Voting Nay: 0
10. Water/Sewer fee Discussion
A motion was made by Councilwoman Binkley, Seconded by Councilman Young, to take the discussion off the table until Budget meetings start. All approved by voice vote.
11. Redd Stewart Historical Marker
A motion was made by Councilman Thompson, Seconded by Councilman Young, to take the discussion off the table until Budget meetings start. All approved by voice vote.
12. Park Advisory Board Discussion
A motion was made by Councilman Thompson, Seconded by Vice Mayor Kerrigan, to approve the changes to the bylaws for the secretary of the board. Voting Yea: Councilman Thompson, Vice Mayor Kerrigan, Councilwoman Binkley, Councilman Young, Councilman Smith, Councilman Adkins, Mayor Greer. Voting Nay: 0
13. Christmas Parade Discussion – Councilman Smith stated that was just to be informed of the parade going in the opposite direction this year.
14. Amendment 2 of contract 77734-100 - Police Dept
A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the amendment to contract 77734-100 for the Police Academy. Voting Yea: Councilman Thompson, Councilman Smith, Vice Mayor Kerrigan, Councilwoman Binkley, Councilman Young, Councilman Adkins, Mayor Greer. Voting Nay: 0
15. Police Shooting Range Discussion
Chief Ray sent out a detailed package of the plans.
Councilman Thompson thinks the range is a great idea for our Police Department to have this training available close by. He stated that we could limit the use to certain days each month or even a specific day of each week so that the residents are aware and know why they are hearing gunshots.
Mayor Greer agrees that it is needed to train officers but would like more time to look at other locations that would possibly be away from the new sports complex that we are building.
Vice Mayor Kerrigan spoke to Josh about this range as well suggested a gate and lead reclamation of the ammunition that would be left behind.
Allen Nicholson said the property would have to go to I2 with a special exception from the BZA for that.
A motion was made by Councilman Thompson, Seconded by Vice Mayor Kerrigan, to table the Police Shooting Range Discussion until November Workshop so we get further information on alternate locations. Voting Yea: Councilman Thompson, Vice Mayor Kerrigan, Councilman Smith, Councilwoman Binkley, Councilman Young, Councilman Adkins, Mayor Greer. Voting Nay: 0

16. Volunteer State Community College Contract - Fire Department

A motion was made by Councilman Thompson, Seconded by Vice Mayor Kerrigan, to approve the Volunteer State Community College Contract. Voting Yea: Councilman Thompson, Vice Mayor Kerrigan, Councilman Smith, Councilwoman Binkley, Councilman Young, Councilman Adkins, Mayor Greer. Voting Nay: 0

17. Thrive 55+Tai chi Instructor- Anna Winberg

A motion was made by Councilman Adkins, Seconded by Councilman Thompson, to approve the Anna Winberg Tai Chi Contract. Voting Yea: Councilman Adkins, Councilman Thompson, Vice Mayor Kerrigan, Councilman Smith, Councilwoman Binkley, Councilman Young, Mayor Greer. Voting Nay: 0

SURPLUS PROPERTY NOMINATIONS

NONE

EXPENDITURE REQUESTS

18. Ashland City Fire Dept- Equinox Quote

A motion was made by Councilman Thompson, Seconded by Councilman Smith, to approve the contract for the additional 2 warning sirens. Voting Yea: Councilman Thompson, Councilman Smith, Councilman Adkins, Vice Mayor Kerrigan, Councilwoman Binkley, Councilman Young, Mayor Greer. Voting Nay: 0

OTHER

City Hall Change Order Conversation.

Chief Walker spoke with Josh Wright and has the information. He forwarded an email to Attorney Noe a quote from the company Modern Electric that are putting in the security door entrances. Their price was \$ 74, 123.62, which is why Josh stated that the price was at \$81, 807.46 was the contractor cost being added on for the change order. That is the total for the access control and if we wait past tomorrow, we will lose the \$ 20,000.00 credit that we have been offered.

Attorney Noe stated that we still do not have a change order.

Chief Walker stated that the company that is installing it will not put a change order on paper until the city agrees that they want it first. The company stated that as soon as the council approves, they want the change they will provide a written change order.

Councilman Smith suggested we approve the change of \$ 74,000.00 and make it contingent on the Mayor and Jennifer approving the contract once they receive it.

Vice Mayor Kerrigan stated that we should approve the full amount in case Josh does not get this done in time. That amount is \$ 81, 807.46.

A motion was made by Councilman Smith, Seconded by Councilman Smith, to approve the change order for \$ 81, 807.46.

Chief Walker had to add more to it before the final vote was taken. Cumberland Electric had a policy change since we built station 2. The policy change is the owner of the commercial building pays for everything. In order to get 3 phase electricity to City Hall, we will have to pay for the transformer, the overhead lines across the road, and their labor costs. That will be an additional \$ 39, 982.27. Soloman gave us a credit of \$ 18,000.00 on the fire hall so we saved a little there. That still leaves \$ 21, 982.00.

Attorney Noe Was this not part of the planning? She stated that it should have been.

Chief Walker stated the price increases on transformers have quadrupled so they are putting that cost back on the owners.

Attorney Noe asked if this was part of the bid packet? Why?

Chief Walker stated no it was not. He stated that he asked Clinton today from Soloman and he said it is never included and the owners always take care of this cost. The Chief said even if we had asked back then it was different than now. He sent the request over a year ago to set a transformer aside for us as it was hard to get one back then.

Allen Nicholson stated that he and the mayor went and met with Josh Gill from Cumberland Electric and there was no negotiating because they tried.

Attorney Noe stated that moving forward we need to have a project manager on these large projects to take control of these issues. Her issue is the plans were not correct and the bid packet did not go out correctly.

Chief Walker stated that he does know of one more change order that will be coming. He stated that there is a fence that needs to go along the wall that was not in the plans either.

Attorney Noe stated that this is required by our codes department and not included in the bid packet.

Vice Mayor Kerrigan mentioned other missing pieces and Mayor Greer mentioned no payment window for the courts department also.

Attorney Noe stated that there needs to be some responsibility and not always falling back on the city.

Chief Walker stated that this should have been a part of the Civil Engineers package. Chief stated that he needs an approval tonight so that Cumberland Electric can start the pole and digging so they are not disturbing things that are completed already.

A motion was made by Councilman Smith, Seconded by Vice Mayor Kerrigan, to approve the expenditures of \$ 81, 807.46 for the access control contingent upon the mayor and Attorney Noe approval. Voting Yea: Councilman Smith, Vice Mayor Kerrigan, Councilman Adkins, Councilwoman Binkley, Councilman Young, Councilman Thompson, Mayor Greer. Voting Nay: 0

A motion was made by Councilman Smith, Seconded by Vice Mayor Kerrigan, to approve the expenditures expenditure for Cumberland Electric for \$ 39, 982.27 for the new city hall. Voting Yea: Councilman Smith, Vice Mayor Kerrigan, Councilman Adkins, Councilwoman Binkley, Councilman Young, Councilman Thompson, Mayor Greer. Voting Nay: 0

ADJOURNMENT

A motion was made by Councilwoman Binkley, Seconded by Councilman Thompson, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 7:09 p.m.

MAYOR GERALD GREER

CITY RECORDER MARY MOLEPSKE



TOWN OF ASHLAND CITY
Beer Board
October 08, 2024, 6:00 PM
Minutes

CALL TO ORDER

Mayor Greer called the meeting to order at 6:00 p.m.

ROLL CALL

Mayor Gerald Greer
Vice Mayor Chris Kerrigan
Councilman Tim Adkins
Councilwoman: Nicole Binkley
Councilman Michael Smith
Councilman Kevin Thompson
Councilman Tony Young

PUBLIC HEARING

1. Advertisement for Beer Board Meeting
A motion was made by Councilman Smith, Seconded by Vice Mayor Kerrigan, to close the public hearing. Voting Yea: Councilman Smith, Vice Mayor Kerrigan, Councilman Young, Councilman Adkins, Councilwoman Binkley, Councilman Thompson, Mayor Greer. Voting Nay: 0

APPROVAL OF AGENDA

A motion was made by Councilman Smith, Seconded by Councilwoman Binkley, to approve the agenda. All approved by voice vote.

APPROVAL OF MINUTES

2. Beer Board September 10, 2024, Minutes
A motion was made by Councilman Thompson, Seconded by Vice Mayor Kerrigan, to approve the September 10, 2024, beer board minutes. All approved by voice vote.

PUBLIC FORUM

NONE

NEW BUSINESS

3. R and R Beer Sale Violation - 1st Offense

The owner was called up by Mayor Greer and asked to state his name. He gave his name as Dhavalkumar Patel. Mayor Greer asked for the documents in the violation from the recorder. Mary stated that all the documents went to the county because it was their operation. She suggested calling on Chief Ray. Mayor then asked Chief Ray to come up to the podium and speak.

Chief Ray: stated that the county conducted a sting operation, and the clerk was cited for selling beer to an underage individual.

Mayor Greer: asked what is the normal practice for a 1st violation?

Chief Ray: Stated that normally on 1st violation that we give a warning. Repeated violations would lead to fines for the owner of the store.

Attorney Jennifer Noe: Stated that we are not giving a warning the first time and we need to determine if he is a responsible vendor.

Mr. Patel: stated that he does not report to ABC because he does not sell liquor and only sells beer.

Attorney Noe: stated that he would still need to be a responsible vendor.

Mayor Greer: asked the council for opinions on what they should do about this violation.

Councilman Smith: asked what we normally fine in a first offense?

Attorney Noe: stated that typically it would be a range between \$ 500.00 to \$ 1000.00.

Mr. Patel: states that he has changed the way they sell beer, and he now has a system in place that the clerks must scan the ID on each sale and the reader can read all licenses from any state. He stated that the clerk has already gone to court on this matter as well.

Councilman Thompson: asked if everyone has been trained like this now.

Mr. Patel: stated that all staff are now trained this way. He stated that the outcome in court for the clerk was a fine of \$ 360.00.

Attorney Noe: stated that if he has a responsible vendor license it would make a difference in the fines and the consequences. She highly recommends that the owner does this.

Mayor Greer: stated that the council highly recommends it as well.

Mr. Patel: Asked some questions about what paperwork he would need to get.

Attorney Noe: gave him direction on how to obtain the responsible vendor license.

Mr. Patel: asked who to contact when he has obtained the responsible vendor license.

Attorney Noe: advised him to contact Mary Molepske the City recorder with his information.

Mayor Greer: asked for a recommended course of action for this violation.

Councilwoman Binkley: suggested If Mr. Patel obtains the responsible vendor license within a certain amount of time, we waive the fee.

Councilman Smith: thinks that would be fine to do. He is obviously showing they are trying to correct this error.

Councilman Thompson: referred to Attorney Noe to ask the time frame to obtain the responsible vendor license.

Vice Mayor Kerrigan: advised that there are other programs to obtain it privately other than the State of Tennessee. He advised him of the places to find all the options.

A motion was made by Councilman Smith, Seconded by Councilwoman Binkley, to waive the fine of \$ 500.00 if the owner Mr. Patel obtains the Responsible vendor license within 120 days of the meeting. Voting Yea: Councilman Smith, Councilwoman Binkley, Councilman Thompson, Councilman Adkins, Councilman Young, Vice Mayor Kerrigan, Mayor Greer. Voting Nay: 0

ADJOURNMENT

A motion was made by Vice Mayor Kerrigan, Seconded by Councilman Smith, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 6:10 p.m.

MAYOR GERALD GREER

CITY RECORDER MARY MOLEPSKE

RESOLUTION 2024- 27

**A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ASHLAND CITY
UPDATING THE
WAGE AND SALARY POLICTY GOVERNING EMPLOYMENT WITHIN THE TOWN
OF
ASHLAND CITY BY AMENDING SECTION VI.
EMPLOYEE CLASSIFICATIONS SUBSECTION 1.**

WHEREAS the City Council desires to clarify flex time.

WHEREAS Section VI, Subsection 1, Flex Time shall remain in full effect but have the addition at the end of the Paragraph the following sentence:
“No flex time will be earned while the employee is on vacation time.”

**NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE
TOWN OF
ASHLAND CITY, TENNESSEE** that the Wage and Salary Policy is hereby amended
and
approved with the addition of the one sentence to the end of Section VI, Subsection 1,
Flex Time.

Approved this the 19th day of November 2024.

Voting in Favor _____

Voting Against _____

Attest:

Mayor Gerald Greer

City Recorder Mary Molepske

ORDINANCE 630

AN ORDINANCE OF THE TOWN OF ASHLAND CITY, TENNESSEE TO AMEND TITLE 2 CHAPTER 2 OF THE MUNICIPAL CODE.

WHEREAS The Town of Ashland City created a Parks and Recreation Advisory Board by Resolution 2016-02 on February 9th, 2016, and Ordinance 536 establishing Title 2 Chapter 2 for a Parks and Recreation Advisory Board.

WHEREAS Section 2.215 sets for the Duties of the Secretary and requires a town employee to serve in this position;

WHEREAS the Council does not believe that it is necessary to have an employee serve in this capacity and desires to amend this section.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that Section 2.215 is deleted in its entirety and replaced as follows:

Duties of the Secretary. A board member shall be elected by the board to act as the Secretary for the Board. The Secretary will prepare the agendas, notify Board members of all meetings as well as special called meetings at least forty-eight (48) hours prior to the meeting, transcribe minutes from the regular and special meetings, maintain and ensure that that the minutes and records are sent to the City Recorder for the Town of Ashland City. Any advertisement for meetings shall be coordinated between the Secretary and the City Recorder.

All other provisions of Title 2, Chapter 2 shall remain in effect.

BE IT FURTHER ORDAINED, this ordinance shall become effective 20 days after its final passage.

First Reading: October 8, 2024

Second Reading: November 19, 2024

Mayor Gerald Greer

City Recorder Mary Molepske

Voting in Favor _____

Voting Against _____

Attest:

ORDINANCE # 629

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL TO ACCEPT A BUDGET AMENDMENT #1 FOR THE 24/25 FISCAL YEAR

WHEREAS, the Town of Ashland City has accepted a bid for street paving that was higher than anticipated in the annual budget. As such the Mayor and Council wishes to amend the budget to allocate the appropriate funds in order to fund these street paving projects; and,

WHEREAS, the Mayor and Council appropriates \$15,000 to the Thrive 55+ department in the General Fund budget for the parking lot paving project out of the fund balance; and,

WHEREAS, the Mayor and Council appropriates \$104,150 to Street Aid to for paving streets from the Street Aid Fund balance.

NOW THEREFORE, BE IT ORDAINED, by the Council of the Town of Ashland City, Tennessee, that this ordinance shall become effective 20 days after final passage the public welfare requiring.

Section 1. A budget amendment consisting of the available funds and appropriations be adopted:

	<u>Beginning Budget</u>	<u>Ending Budget</u>
<i>General Fund</i>		
Thrive 55+	\$751,475.00	\$766,475.00
<i>Street Aid Fund</i>		
Highways and Streets	\$ 200,000.00	\$ 304,150.00

1st reading 10-08-2024
Public Hearing 11-19-2024
2nd reading 11-19-2024

Attest:

Mayor Gerald Greer

City Recorder Mary Molepske

ORDINANCE NO. 632

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 020.00 AND 021.00 OF CHEATHAM COUNTY TAX MAP 055, LOCATED AT THE CORNER OF WILLOW ST AND ELIZABETH ST

WHEREAS, said portion of property requested to be rezoned from R-3, Residential District, to R-4 PUD, Residential District, is located in the corporate limits of the Town of Ashland City; and

WHEREAS, the Ashland City Municipal Planning Commission forwarded the request to the Mayor and Council on October 07, 2024, with a recommendation for approval.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE:

SECTION 1. Pursuant to provisions of Sections 13-7-201 to 13-7-204, Tennessee Code Annotated, the property described herein is rezoned as follows:

The parcels included on Tax Map 055, Parcel 020.00 and 021.00, located at the corner of Willow Street and Elizabeth Street be rezoned from R-3 (Low-Density Residential) district to the R-4 PUD (High-Density Residential Planned Unit Development), as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of October 2024. This area to be zoned R-4 PUD is marked with a red "X" and shown on the map below.

SECTION 2. This ordinance shall be effective 20 days after its final passage, the public welfare requiring it.

Approved by the Planning Commission at the regularly called meeting on October 07, 2024.

First Reading: November 19, 2024
Second Reading: December 12, 2024

ATTEST:

Mayor

City Recorder



WHOLESALE WATER PURCHASE AGREEMENT

This **AGREEMENT** for the sale and purchase of water is entered into as of the ____ day of _____, 2024, between **THE PLEASANT VIEW UTILITY DISTRICT OF CHEATHAM COUNTY, TENNESSEE**, a Tennessee Utility District located in Cheatham County, Tennessee, hereinafter referred to as “Seller,” and **ASHLAND CITY**, a municipality located in Cheatham County, Tennessee, hereinafter referred to as “Purchaser.” It is hereby agreed by and between Seller and the Purchaser as follows:

**ARTICLE ONE
BACKGROUND**

Purchaser and the Seller each provide water to customers within their respective service areas, which are adjacent to each other in Cheatham County, Tennessee. Purchaser and Seller wish to establish an interconnection of their systems and to document the terms upon which Purchaser may purchase water from Seller from time to time to meet Purchaser’s water requirements.

**ARTICLE TWO
DEFINITIONS**

Unless the context shall clearly indicate some other meaning or may otherwise require, the terms defined in this Article shall, for all purposes of this Agreement and of any agreement or other instrument amendatory hereof or supplemental hereto, have the meanings herein specified, with the following definitions to be equally applicable to both the singular and plural forms of any terms herein defined, unless otherwise specifically provided herein.

- 2.1 “Agreement” means this Wholesale Water Purchase Agreement.
- 2.2 “Effective Date” shall mean the date first written above.
- 2.3 “EPA” means the United States Environmental Protection Agency.
- 2.4 “Force Majeure” means an occurrence that affects the respective duties and obligations of the Parties hereunder, which duties and obligations shall be suspended while and so long as performance thereof is prevented or impeded. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, which result in evacuation of the affected area, floods, droughts, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures that cause freezing or failure of lines of pipe; (iii) acts of others, such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars; (iv) governmental actions, such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction; and (v) any other cause beyond the control of the Party from whom the performance was due.
- 2.5 “Interconnection Point” shall mean that certain service point at which Seller and Purchaser Systems connect, namely that certain metering site located at Valley View Road.
- 2.6 “Monthly Service Charge” shall have the meaning ascribed in Section 4.1 of this Agreement.

- 2.7 “Party” or “Parties” means those entities that have executed this Agreement, and their successors or assigns.
- 2.8 “Purchaser’s System” shall mean the water system owned and operated by Purchaser.
- 2.9 “Seller’s System” shall mean the water system owned and operated by Seller.
- 2.10 “TDEC” means the Tennessee Department of Environment and Conservation.

ARTICLE THREE
PURCHASE AND SALE OF WATER

3.1 Term of Agreement

This Agreement shall commence effective as the Effective Date and have an initial term of five (5) years from that Date. If neither Party gives notice of an intent to terminate this Agreement within 180 days of its scheduled termination date, then this Agreement shall continue on a year-to-year basis thereafter until terminated as set forth in Section 3.2 below.

3.2 Termination of the Agreement

Either party may terminate the Agreement upon 180 days’ written notice to the other party.

3.3 Delivery of Water; Water Quality and Pressure

(a) From and after the Effective Date, Purchaser may request and Seller may, but shall not be required to, deliver water to the Purchaser at the Interconnection Point in an amount sufficient to meet any requirements of Seller’s water customers. Seller shall use reasonable efforts to provide the water requested by Purchaser pursuant to this subsection (a), but Seller shall not be under any requirement to (i) maintain any specific level of water service capacity to meet Purchaser’s requests pursuant to this subsection (a), or (ii) provide water to Purchaser under this subsection (a) if the provision of water would impair Seller’s ability to meet satisfy the requirements of customers within its service area.

(b) The water delivered to the Purchaser hereunder shall meet all TDEC purity standards; provided that seller bears no responsibility for the contamination or deterioration of water quality or pressure occurring on Purchaser’s side of the Interconnection Point.

(c) Seller shall not be responsible for any waterlines or related facilities installed beyond the Interconnection Point, which such lines and facilities shall be the property of and the responsibility of Purchaser or the customers of Purchaser.

ARTICLE FOUR
MONTHLY SERVICE CHARGE; BILLING AND PAYMENT

4.1 General

In exchange for the delivery of water by Seller to Purchaser, Purchaser agrees to pay Seller, on a monthly basis, an amount equal to (i) the gallons of water provided by Seller to Purchaser during the preceding month, measured in thousands of gallons, times (ii) \$3.40, which is the current wholesale water rate as established by the Seller. Purchaser agrees to pay the wholesale water rate in effect at the time that water is conveyed to the Purchaser by the Seller, recognizing that the whole water rate may change from time to time, as determined by the Seller in its sole discretion.

4.2 Billing and Payment Dates

Seller shall prepare an invoice not later than the last day of each month that specifies the Monthly Service Charge relating to water delivered in the preceding month, and deliver said invoice by the 10th of the following month. Seller shall provide supporting documentation acceptable in industry practice to support the amount charged. Purchaser shall remit the amount due to Purchaser on or before the last day of the month in which the invoice was delivered. If Purchaser fails to remit the full amount payable when due, a 10% penalty shall be assessed on the unpaid portion of such amount and interest on the unpaid portion shall accrue from the date due until the date of payment at an annual rate of interest on the unpaid portion of the bill equal to the maximum applicable lawful interest rate.

4.3 General

Purchaser shall pay for all water which passes through Seller's meter at the Interconnection Point, and no adjustment shall be made for water line breaks, water line leaks, the fighting of fires or other water uses within Purchaser's System.

ARTICLE FIVE
COVENANTS, REPRESENTATIONS AND WARRANTIES

5.1 Seller Representations

Seller represents and warrants to Purchaser that:

(a) Seller is a public corporation of the State of Tennessee, duly organized and validly existing under the laws thereof, and has the power and authority to own its properties, to carry on its business as now being conducted, and to enter into and to perform this Agreement.

(b) The execution, delivery, and performance by Seller of this Agreement have been duly authorized by the governing body of Seller and do not and will not require, subsequent to the execution of this Agreement by Seller, any consent or approval of the governing body or any officers of Seller.

(c) This Agreement is the legal, valid, and binding obligation of Seller, enforceable in accordance with its terms, except as such enforceability may be subject to, (i) the exercise of judicial discretion in accordance with general principles of equity and, (ii) bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted, to the extent constitutionally applicable.

(d) There is no pending or, to the knowledge of Seller, threatened action or proceeding affecting Seller that purports to affect the legality, validity, or enforceability of this Agreement as in effect on the date hereof.

(e) Seller has, and covenants to maintain, all federal, state and local government regulatory approvals and permits, all licenses, and other rights necessary to perform its obligations under this Agreement.

5.2 Purchaser Representations

Purchaser represents and warrants to Seller that:

(a) Purchaser is a public corporation of the State of Tennessee, duly organized and validly existing under the laws thereof, and has the power and authority to own its properties, to carry on its business as now being conducted, and to enter into and to perform this Agreement.

(b) The execution, delivery, and performance by Purchaser of this Agreement have been duly authorized by the governing body of Purchaser and do not and will not require, subsequent to the execution of this Agreement by Purchaser, any consent or approval of the governing body or any officers of Purchaser.

(c) This Agreement is the legal, valid, and binding obligation of Purchaser, enforceable in accordance with its terms, except as such enforceability may be subject to, (i) the exercise of judicial discretion in accordance with general principles of equity and, (ii) bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted, to the extent constitutionally applicable.

(d) There is no pending or, to the knowledge of Purchaser, threatened action or proceeding affecting Purchaser that purports to affect the legality, validity, or enforceability of this Agreement as in effect on the date hereof.

(e) Purchaser has, and covenants to maintain, all federal, state and local government regulatory approvals and permits, all licenses, and other rights necessary to perform its obligations under this Agreement.

5.3 Seller Covenants.

(a) Seller represents and warrants that its facilities comply with all applicable regulatory standards of EPA and TDEC.

(b) Seller, through its staff, or others employed by them, covenants to use its best effort to provide all of the operation and maintenance requirements of its water transportation and treatment facilities, and to maintain these facilities in good repair and working condition, and to satisfy the regulations of any governmental agency or authority having jurisdiction over it. Seller covenants and agrees to notify Purchaser as promptly as possible of all emergency and other conditions that may directly or indirectly affect the quality, quantity or pressure of water required to be delivered hereunder.

(c) Seller shall supply, upon request, any and all water quality analysis reports available to Seller regarding the water supplied to Purchaser.

5.4 Purchaser Covenants

The obligation of Purchaser to make payments to Seller hereunder shall be absolute and unconditional and shall not be suspended or discontinued for any cause whatsoever. Purchaser covenants to punctually make the payments required of it hereunder, free of any deduction, and without abatement, diminution or set-off of any sort. Purchaser covenants and agrees that it will at all times charge its customers rates sufficient to provide for the payment of all amounts payable hereunder, for the payment of all other operating expenses payable by Purchaser in connection with the operation of its water distribution system, and for the payment of all amounts payable, or required to be reserved, in connection with bonds, notes or other debt obligations issued by Purchaser from time to time.

ARTICLE SIX MEASURING EQUIPMENT

6.1 General

Seller shall operate and maintain one or more billing meter(s) to measure the water flow at the Interconnection Point. Seller shall have the discretion to choose the type of billing meter, provided that all such meters shall meet applicable American Waterworks and Wastewater Authority standards. The Purchaser shall have the right at all reasonable times to inspect such water meter(s) and to conduct such tests as may be appropriate to assure that such meter(s) are accurately metering the flow at the Interconnection Point. Purchaser shall have the right to have its own representatives read said meter(s) daily, and Seller shall have a representative present therefor, provided that Seller and the Purchaser shall have the right to read said meter(s) at any other times within a calendar month as may be mutually agreeable.

6.2 Seller to Supply Official Record

For the purpose of this Agreement, the official record of readings of the meter or meters shall be the journal or computer record or other record book of Seller in its office in which the records of its employees or agents who take the readings are or may be maintained. Upon written request of the Purchaser, Seller will give the Purchaser a copy of such journal or record book entry or permit the Purchaser to have access thereto in the office of Seller during regular business hours.

6.3 Testing; Meter Accuracy

At least once in each calendar year, Seller shall have an independent certified meter expert test its meters measuring water flows delivered for transmission at the Interconnection Points. Seller shall give the Purchaser at least forty-eight (48) hours advance notice of such test so that a representative of the Purchaser may have the opportunity to be present. Seller and the Purchaser shall jointly observe any necessary adjustments.

Upon the request of the Purchaser, Seller shall schedule certification of a particular meter or meters by a certified meter expert and shall give the Purchaser such advance notification thereof as is reasonable under the circumstances. In the event that such certification shows that the meter is accurate within a range of +5% to -5%, the Purchaser shall pay the costs thereof. In the event such certification shows that the meter is not accurate within a range of +5% to -5%, Seller shall pay for the certification and provide for making repairs to such meter(s).

To adjust billing for a certification that is not accurate within such range, Seller and the Purchaser shall review available data to determine as accurately as possible the date upon which the inaccuracy

began. Upon making such determination, the readings for the one year period prior to such date shall be reviewed together with data relating to an increase or decrease in use for the period from one year prior to discovery of the problem to the then present time. Billing for the period of time during which the problem persisted shall then be calculated upon such data.

6.4 Cost of Metering

The Parties agree that the Purchaser shall install, and be responsible for all costs of installing, all meter facilities required by Section 6.1. The Seller shall be responsible for routine and ongoing maintenance of any such meter or meter facilities. If, in the opinion of the Seller, a meter or meters need to be replaced, the Purchaser shall bear the cost of replacing the metering facilities.

ARTICLE SEVEN FORCE MAJEURE

In case any Party by reason of Force Majeure shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if such Party shall give notice and full particulars of such Force Majeure in writing to the other Party, within twenty-four (24) hours of the commencement of such Force Majeure, the obligation of the Party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such Party shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned Force Majeure; provided, however, the Party unable to perform shall use its best efforts and act in good faith to avoid, overcome or minimize the impediment. No Force Majeure, which renders any of the Parties unable to perform under this Agreement, shall relieve Purchaser of its obligation to make payments to Seller as required hereunder.

ARTICLE EIGHT DISPUTE RESOLUTION

If Purchaser chooses to dispute all or any part of any billing or payment arising under terms of this Agreement, Purchaser nevertheless shall pay the full amount of any such billing or payment when due. Purchaser shall also include with such payment written notification to Seller that there is a dispute of the billing or payment amount, the grounds for the dispute, and the amount in dispute.

ARTICLE NINE DEFAULT; REMEDIES

In the event any Party breaches or fails to perform any obligation of this Agreement, the other Party, after expiration of the time set forth in the notice to cure, may seek declaratory relief, a writ of mandamus, or sue for specific performance of the obligation and may seek both a temporary and permanent mandatory injunction requiring performance by the defaulting Party or a temporary or permanent order restraining the defaulting Party. In addition, and as a part of the same proceeding, if prevailing, and to the extent permitted by applicable law, the aggrieved Party may recover attorneys' fees incurred and may recover for the actual loss of any net revenues during the period of default caused by the other Party's failure of performance of this Agreement. In no event shall any Party be entitled to sue for or recover any consequential or punitive damages. Specific performance, declaratory or injunctive relief, recovery of damages for loss of net revenues, and reasonable attorney's fees, shall be the sole remedies of the plaintiff Party against the defaulting Party.

Each Party to this Agreement shall have the affirmative duty to use its best efforts in good faith to minimize or mitigate any losses or damages arising from a breach of this Agreement.

Any Party defaulting shall be given written notice thereof by the other Party, and such defaulting Party shall have thirty (30) days to cure such default; provided however, that this cure provision shall in no way apply to Purchaser's failure to timely pay amounts owed under this Agreement.

ARTICLE TEN
AUDITS, RECORD KEEPING, AND REPORTS

10.1 Maintenance and Inspection of Records and Reports

Seller shall maintain accounting records for Seller's System in accordance with generally accepted accounting principles. All books and records of Seller relating to this Agreement shall be available to Purchaser for inspection at all reasonable times. Purchaser shall keep similar records for its system and shall make them likewise available.

Purchaser shall have the right, upon reasonable notice and at reasonable times during normal business hours, to verify the accuracy of any statement, charge, payment, or computation made under this Agreement. Purchaser shall bear all the costs of performing its verification. Such records, audits and reports of Seller as may be pertinent to the performance of this Agreement and the calculation of the Monthly Service Charge shall be made available for inspection to any duly authorized representative of the Purchaser at reasonable times, during normal office hours, at Seller's offices.

ARTICLE ELEVEN
MISCELLANEOUS PROVISIONS

11.1 Applicable Law

The interpretation and performance of this Agreement shall be governed by the laws of the State of Tennessee regardless of the conflict of laws principles therein.

11.2 Additional Documents and Actions. Each Party agrees to execute and deliver from time to time such additional documents, and take such additional actions, as may be reasonably required by the other party to effect the purposes of this Agreement.

11.3 Notices and Evidence of Actions

All notices or communications provided for herein shall be in writing and shall be delivered either in person or by United States Mail, by certified mail, return receipt requested, postage prepaid. Notices or communications delivered or mailed to any Party shall be addressed to the principal office of such Party as follows:

To Purchaser:
Pleasant View District of Cheatham County, Tennessee
6589 Hwy 41A
Pleasant View, TN 37146
Attention: Stephen Ayres, General Manager

To Seller:
Ashland City, Tennessee
233 Tennessee Waltz Parkway, Suite 103
PO Box 36
Ashland City, TN 37122
Attention: Gerald Greer, Mayor

11.4 Severability

If any article, section, term, or provision of this Agreement becomes or is declared to be illegal, invalid, void or unenforceable by any court or arbitrator having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other article, section, term, provision, agreement or covenant of this Agreement; provided, however, that if such severability materially changes the economic benefits of this Agreement to either party, the Parties shall negotiate an equitable adjustment in the provisions of this Agreement in good faith.

11.5 Non-Assignability

The terms and provisions of this Agreement shall extend to and be binding upon the Parties and their respective heirs, successors, assigns, and legal representatives; provided, however, neither Party shall assign this Agreement without the prior written consent of the other Party. Whenever an assignment or a transfer of a Party's interest in this Agreement is required to be made with the written consent of the other Party, the assigning or transferring Party's assignee or transferee shall expressly assume, in writing, the duties and obligations under this Agreement of the assigning or transferring Party, and, upon such assignment or transfer and assumption of the duties and obligations, the assigning or transferring Party shall furnish or cause to be furnished to the other Party a true and correct copy of such assignment or transfer and assumption of duties and obligations.

11.6 Execution in Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

11.7 Modification and Amendment

Unless otherwise provided herein, no modification, amendment, or other change to this Agreement or the Exhibits will be binding on any Party unless consented to in writing by both Parties, which consent may be granted or withheld in the sole discretion of such Party.

11.8 Entirety of Agreement.

This Agreement, including the Exhibits hereto, sets forth all understandings between the Parties respecting the subject hereto, and supersedes any and all prior negotiations, contracts, understandings and representations, whether oral or written, relating to the matters covered by this Agreement.

11.9 Waivers.

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

11.10 Exhibits

All exhibits referenced in this Agreement are incorporated herein by reference as integral parts of this Agreement.

IN WITNESS WHEREOF, the Parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed in two counterparts, each of which shall constitute an original.

SELLER:

PLEASANT VIEW UTILITY DISTRICT OF
CHEATHAM COUNTY, TENNESSEE

PRESIDENT OF THE BOARD OF COMMISSIONERS

Attest:

SECRETARY OF THE BOARD
OF COMMISSIONERS

PURCHASER:

ASHLAND CITY, TENNESSEE

MAYOR OF ASHLAND CITY

Attest:

ASHLAND CITY RECORDER

Approved As To Form:

ASHLAND CITY ATTORNEY

INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS BY THE TOWN OF ASHLAND CITY, TENNESSEE IN A PAR AMOUNT NOT TO EXCEED \$4,460,000 TO FINANCE THE CONSTRUCTION, IMPROVEMENT, REPAIR, RENOVATION AND EQUIPPING OF CITY HALL AND RELATED COSTS AND TO PAY THE COSTS INCIDENT TO THE SALE AND ISSUANCE OF THE BONDS.

BE IT RESOLVED by the City Council of the Town of Ashland City, Tennessee (the "Municipality") that for the purpose of financing the construction, improvement, repair, renovation and equipping of City Hall and related costs and payment of the costs incident to the sale and issuance of the bonds, the Municipality shall issue bonds in a par amount not to exceed \$4,460,000, which shall bear interest at a rate or rates not to exceed the maximum rate permitted by Tennessee law, and which shall be payable from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality.

BE IT FURTHER RESOLVED by the City Council that the City Recorder is hereby directed to cause this initial resolution to be published once in full in a newspaper having a general circulation in the Municipality, together with the following statutory notice:

NOTICE

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the Municipality shall have been filed with the City Recorder protesting the issuance of the bonds, such bonds may be issued as proposed.

BE IT FURTHER RESOLVED by the City Council of the Municipality that this initial resolution shall take effect from and after its adoption, the welfare of the Municipality requiring it.

ADOPTED AND APPROVED this 19th day of November, 2024.

Mayor

ATTEST:

City Recorder

(SEAL)

STATE OF TENNESSEE)

COUNTY OF CHEATHAM)

I, Mary Molepske, hereby certify that I am the duly qualified and acting City Recorder of the Town of Ashland City, Tennessee (the "Municipality") and, as such official, I further certify as follows: (1) that attached hereto is a true, correct and complete copy of a resolution adopted by the City Council of the Municipality at its November 19, 2024 meeting; and (2) that a quorum of the members of the City Council was present and acting throughout said meeting.

WITNESS my official signature and the seal of the Municipality, this 19th day of November, 2024.

City Recorder

(SEAL)

37808240.1

A RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND PAYMENT OF GENERAL OBLIGATION BONDS BY THE TOWN OF ASHLAND CITY, TENNESSEE IN A PAR AMOUNT NOT TO EXCEED \$4,460,000; AUTHORIZING THE ISSUANCE OF BOND ANTICIPATION NOTES PRIOR TO THE ISSUANCE OF THE BONDS; AND AUTHORIZING THE LEVY OF TAXES TO PAY THE BONDS AND NOTES.

WHEREAS, the City Council of the Town of Ashland City, Tennessee (the “Municipality”) has determined that it is necessary and advisable to authorize the issuance of general obligation bonds of the Municipality for the purpose of financing the construction, improvement, repair, renovation and equipping of City Hall and related costs and payment of the costs incident to the sale and issuance of the bonds; and

WHEREAS, the City Council adopted an Initial Resolution authorizing the bonds described herein on the date hereof (the “Initial Resolution”); and

WHEREAS, the United States of America, acting through Rural Housing Service (“Rural Development”), has issued to the Municipality its Letter of Conditions dated June 4, 2021, as amended on April 8, 2024, and as may be thereafter amended (the “Letter of Conditions”), in which it has agreed to purchase bonds on terms and conditions favorable to the Municipality and its citizens; and

WHEREAS, the City Council wishes to authorize the issuance, sale and payment of the bonds, the issuance of bond anticipation notes prior to the issuance of the bonds and the levy of taxes to pay the bonds and notes;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the Town of Ashland City, Tennessee, as follows:

Section 1. Authority. The bonds and notes authorized by this resolution are issued pursuant to Sections 9-21-101, et seq., Tennessee Code Annotated, and other applicable provisions of law.

Section 2. Definitions. In addition to the capitalized terms defined above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

- (a) “Bonds” shall mean the not to exceed \$4,460,000 General Obligation Bonds of the Municipality, authorized to be issued by this resolution.
- (b) “Fiscal Year” shall mean the Municipality’s fiscal year.
- (c) “Governing Body” shall mean the City Council of the Municipality.
- (d) “Notes” shall mean the bond anticipation notes authorized to be issued by this Resolution.
- (e) “Projects” shall mean the construction, improvement, repair, renovation and equipping of City Hall as described in the Letter of Conditions and costs related to the foregoing.

Section 3. Authorization of Terms and Sale of the Bond.

(a) **General Terms.** The Governing Body hereby authorizes the issuance of bonds of the Municipality in an aggregate principal amount up to \$4,460,000 (the “Bonds”). The Bonds may be issued as a single bond or in multiple emissions. The Bonds shall be issued to Rural Development in exchange for the payment of a price equal to 100% of the par amount thereof.

- 1) The Bonds shall be issued to:
 - a) finance the costs of the Projects (including any reimbursement thereof);
 - b) retire the principal of and, with the consent of Rural Development, interest on the Notes, or any other interim financing issued, executed and/or delivered by the Municipality in anticipation of the issuance of the Bonds, whether such interim financing be in the form of notes, loan agreements or other forms of indebtedness; and
 - c) pay costs of sale and issuance of the Bonds.
- 2) Each Bond shall be known as a “General Obligation Bond” or such other name as may be selected by the Mayor. A series designation indicating the year of issuance and such other distinctions as may be directed by the Mayor shall be added to the name of each Bond.
- 3) Each Bond shall be dated the date of its delivery.
- 4) Each Bond shall bear interest at a rate not to exceed 3.50% per annum and shall be payable in not more than 40 equal annual installments of principal and interest in an amount sufficient to fully amortize the Bond over the period of such installments. The annual principal and interest payment on the Bonds at the maximum term, par amount and interest rate is \$208,862. The first installment of debt service on each Bond shall be due and payable one year following the date of its issuance, but in no event later than the 28th day of the month of such first payment, and all subsequent installments shall be due and payable on the same day of each year thereafter. In all events, the final installment shall be in the amount of the entire unpaid balance of principal and interest on the Bond. All payments of principal and interest on each Bond shall be made directly to the registered owner thereof at its address shown on the bond registration records of the Municipality, without, except for final payment, the presentation or surrender of such Bond, and all such payments shall discharge the obligation of the Municipality in respect of such Bond to the extent of the payments so made. The records of the owner of each Bond shall be conclusively presumed to be correct with respect to amounts of payments made and outstanding principal balance. Upon final payment, each Bond shall be submitted to the City Recorder of the Municipality, as bond registrar, for cancellation.

(b) The Mayor is hereby authorized to cause the Bonds to be issued in a principal amount less than \$4,460,000 if it is determined that the full amount of the Bonds is not needed to pay authorized costs. The Mayor and City Recorder of the Municipality are authorized to execute and deliver the Bonds, to execute such certificates and documents and to take such other actions as they shall deem necessary in connection with the sale and delivery of the Bonds.

(c) The Bonds shall not be issued until after the passage of 20 days from the date of publication of the Initial Resolution authorizing the Bonds, and in no event shall the Bonds be issued without a prior referendum if a petition signed by at least ten percent of the registered voters in the Municipality is filed protesting the issuance of the Bonds within the statutorily prescribed 20-day period.

(d) The Municipality shall have the right, at its option, to prepay the Bonds or any installment thereof, in whole or in part, at any time, without penalty. Any partial prepayment, after payment of interest, shall be applied to the installments last to become due under the Bonds and shall not affect the obligation of the Municipality to pay the remaining installments as they come due. Notice of prepayment shall be

given to the registered owner of the Bonds not less than thirty (30) days prior to the date of prepayment, unless waived by the registered owner.

(e) The Municipality hereby appoints the City Recorder of the Municipality to act on behalf of the Municipality as registrar and paying agent for the Bonds. The Bonds are transferable by the registered owner thereof, or by its attorney duly authorized in writing, on the registration records of the Municipality, upon presentation of the Bonds to the registrar for transfer with the form of assignment attached thereto completed in full and signed with the name of the registered owner. All transferees shall take the Bonds subject to such condition. The Municipality may treat the registered owner as the absolute owner hereof for all purposes and shall not be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue.

(f) The Bond shall be signed by the Mayor of the Municipality, shall be attested by the City Recorder and shall have impressed thereon the corporate seal of the Municipality.

Section 4. Authorization of Terms and Sale of Bond Anticipation Notes.

(a) The Governing Body hereby authorizes the issuance of one or more general obligation bond anticipation notes in the maximum aggregate principal amount equal to the maximum principal amount of the Bonds (the "Notes"). The proceeds of the Notes shall also be used to pay costs of the Projects (including reimbursement thereof), interest during construction of the Project and for six (6) months thereafter, with the consent of Rural Development, and issuance costs of the Notes. Each Note shall be in the form of a fully registered note, without coupons, shall be known as General Obligation Bond Anticipation Note, together with a series designation further identifying the Note, as selected by the Mayor, and shall be dated as of the date of its delivery.

(b) Each Note shall mature not later than two years from its issuance, shall bear interest at a rate not to exceed the maximum rate permitted by applicable law, payable at such time as the Mayor shall designate, and shall be subject to prepayment upon such terms as the Mayor shall designate.

(c) The Mayor shall select the purchaser(s) of the Notes and cause the Notes to be sold to such purchaser(s) at a price of par. In connection therewith, the Mayor is authorized to establish the remaining terms of the Notes, without further action by the Governing Body. The Mayor and City Recorder of the Municipality are authorized to execute and deliver the Notes, to execute such certificates and documents and to take such other actions as they shall deem necessary to further evidence the Municipality's obligations under the Notes. The Notes may also be issued to Rural Development, upon the terms otherwise provided herein, in which case the Notes shall also bear the designation of "Interim Certificates of Indebtedness." The purchase price paid by Rural Development for the Bonds shall be reduced by the principal amount of Interim Certificates held by it, including accrued interest thereon, and such Interim Certificates shall be delivered by Rural Development to the Municipality at the time of delivery of the Bonds.

(d) The Notes shall not be issued until after the passage of 20 days from the date of publication of the Initial Resolution authorizing the Bonds, and in no event shall the Notes be issued without a prior referendum if a petition signed by at least ten percent of the registered voters of the Municipality is filed protesting the issuance of the Bonds within the prescribed 20-day period.

(e) Pursuant to Section 9-21-505, Tennessee Code Annotated, the approval of the Comptroller's office is not required for the issuance of the Notes because the Bonds will be issued to a federal agency.

(f) The Governing Body hereby approves the renewal and extension of any Notes issued hereunder, without further action of the Governing Body, to the extent such Notes have matured (or are scheduled to mature) and the Bonds have not and will not be issued in time to retire the maturing Notes.

Section 5. Security and Source of Payment of the Bonds and Notes. The Bonds shall be payable from and be secured by ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of principal of and interest on the Bonds, the full faith, credit and resources of the Municipality are hereby irrevocably pledged. The Notes shall be paid from proceeds of the Bonds. In the event such proceeds are unavailable, the Notes shall be secured and payable in exactly the same manner as the Bonds.

Section 6. Form of Bond and Notes. The Notes shall be in the form approved by the Mayor consistent with the terms of this Resolution. Each Bond shall be in substantially the following form, the omissions to be appropriately completed when each Bond is prepared and delivered:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF CHEATHAM
TOWN OF ASHLAND CITY
GENERAL OBLIGATION BOND, SERIES ____

R-1

\$_____

KNOW ALL MEN BY THESE PRESENTS: That the Town of Ashland City, Tennessee (the "Municipality"), for value received hereby promises to pay to the registered owner hereof, or its registered assigns, in the manner and from the sources hereinafter provided, the sum of \$_____, with interest on the unpaid balance hereof at the rate of _____% per annum from the date hereof until the principal amount hereof shall have been fully paid. This Bond is payable in _____ consecutive installments of principal and interest in the amount of \$_____ each. The first installment shall be due and payable on _____, and all subsequent installments shall be due and payable on _____. In all events, the final installment shall be in the amount of the entire unpaid balance of principal and interest on the Bond. Both principal hereof and interest hereon are payable in lawful money of the United States of America by electronic fund transfer or by check or draft mailed to the registered owner at the address shown on the bond registration records of the Municipality, and such payments shall discharge the obligation of the issuer hereof to the extent of the payments so made. Upon final payment, this Bond shall be submitted to the City Recorder of the Municipality, as Bond Registrar, for cancellation.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of the Municipality. Any partial prepayment shall, after payment of interest, be applied to the installments last to become due under this Bond and shall not affect the obligation of the Municipality to pay the remaining installments as they come due. Notice of prepayment shall be given to the registered owner hereof not less than thirty (30) days prior to the date of prepayment, unless waived by the registered owner.

This Bond shall be transferable by the registered owner hereof, or by its attorney duly authorized in writing, on the registration records of the City Recorder of the Municipality at the office of the City Recorder of the Municipality, upon presentation of the Bond to the registrar for transfer with the form of assignment attached hereto completed in full and signed with the name of the registered owner. All

transferees shall take this Bond subject to such condition. The Municipality may treat the registered owner as the absolute owner hereof for all purposes, and shall not be affected by any notice to the contrary whether or not any payments due on this Bond shall be overdue.

This Bond is issued by the Municipality for the purpose of paying the cost of the construction, improvement, repair, renovation and equipping of City Hall, costs related to the foregoing, and the payment of costs incident to the sale and issuance of the Bonds, under and in full compliance with the constitution and statutes of the State of Tennessee, including Sections 9-21-101, et seq., Tennessee Code Annotated, and pursuant to a resolution duly adopted by the City Council of the Municipality on the ____ day of _____, 20__ (the "Resolution").

This Bond shall be payable from and be secured by ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of principal of and interest on this Bond, the full faith, credit and resources of the Municipality are irrevocably pledged. For a more complete statement of the terms and conditions upon which this Bond is payable, the general covenants and provisions pursuant to which this Bond is issued and the terms upon which the above described resolution may be modified, reference is hereby made to the Resolution.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a general partnership or sole proprietorship, doing business in the State of Tennessee and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a general partnership or sole proprietorship, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions, and things required to exist, happen, and be performed precedent to and in the issuance of this Bond exist, have happened, and have been performed in due time, form, and manner as required by law, and that the amount of this Bond does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Town of Ashland City, Tennessee has caused this Bond to be signed by its Mayor and attested by its City Recorder under the corporate seal of the Municipality, all as of this ____ day of _____, ____.

TOWN OF ASHLAND CITY, TENNESSEE

FORM ONLY – DO NOT SIGN
Mayor

ATTEST:

FORM ONLY – DO NOT SIGN
City Recorder

(SEAL)

(End of Form of Bond)

Section 7. Levy of Tax. The Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal of and interest coming due on the Bonds in said year. Principal of and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent general funds of the Municipality are applied to the payment of debt service on the Bonds.

Section 8. Remedies of Bond Owners. Any owner of the Bond may either at law or in equity, by suit, action, mandamus or other proceedings, in any court of competent jurisdiction enforce and compel performance of all duties imposed upon the Municipality by the provisions of this resolution, including the levy and collection of ad valorem taxes to meet the obligations of the Municipality under this resolution.

Section 9. Disposition of the Proceeds of the Notes and Bond. The proceeds of the sale of the Notes shall be applied directly to the costs authorized herein or deposited with a financial institution regulated by and the deposits of which are insured by the Federal Deposit Insurance Corporation or similar federal agency, in a special fund designated so as to identify it with this resolution (the "Construction Fund") and shall be disbursed solely for the payment of Project costs (including reimbursement thereof), legal, fiscal and engineering costs incident thereto, interest during construction of the Project and for six (6) months thereafter, with the consent of Rural Development, and bond issuance costs. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or in the absence of such statutes, by a pledge of readily marketable securities having at all times a market value of not less than the amount in the Construction Fund. Money in the Construction Fund shall be expended only for the purposes authorized by this resolution.

The proceeds of the Bonds shall be used first, to the extent permitted by Rural Development, to retire any outstanding Notes. To the extent that the proceeds of the Bonds are insufficient to retire the Notes, the Municipality shall apply other funds in an amount sufficient to fully retire the Notes. Any remaining proceeds of the Bonds, together with any grant funds received from Rural Development, shall be applied directly to the costs authorized herein or deposited to the Construction Fund. After the Project has been completed, any unspent Bond proceeds shall be used at the earliest practicable date for the prepayment of the Bonds as herein provided. All funds, including both loan and grant funds, provided by Rural Development for Project costs, but not needed to pay Project costs, will be considered to be Rural Development grant funds and returned to the Government Finance Office. If the amount of unused Rural Development funds exceeds Rural Development grant amount, the excess will be considered to be Rural Development loan funds and used to prepay the Bonds as provided above.

Notwithstanding anything herein to the contrary, the Bonds may be issued to retire interim financing for the Project, other than the Notes, that was authorized pursuant to other resolution(s) of the Municipality, all in accordance with and in the manner provided by applicable State law, and the Mayor and City Recorder are hereby authorized to take such actions and execute and deliver such documents necessary to effect the same.

Section 10. Federal Tax Matters. Notwithstanding anything herein to the contrary, at the Mayor's discretion, the Bonds and/or the Notes may be issued as either federally tax-exempt or federally taxable obligations. If the Bonds and/or Notes are issued on a federally tax-exempt basis, the Municipality hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds or Notes in a manner that would cause the Bonds or Notes to be subjected to treatment under Section 148 of the Internal Revenue

Code (the “Code”), and applicable regulations thereunder, as an “arbitrage bond.” To that end, the Municipality shall comply with applicable regulations adopted under said Section 148. If applicable, the Municipality further covenants with the registered owners from time to time of the Bonds and the Notes that it will, throughout the term of the Bonds and Notes and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds and Notes shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

It is reasonably expected that the Municipality will reimburse itself for certain expenditures made by it in connection with the Project by issuing the Bonds and the Notes. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

If and to the extent applicable, the Governing Body hereby delegates to the Mayor the authority to designate the Bonds and/or the Notes as “qualified tax-exempt obligations,” as defined in Section 265 of the Code, to the extent the Mayor determines such designation to be advantageous to the Municipality and to the extent the Bonds and/or Notes are not deemed designated as such and may be designated as such.

The Mayor is authorized and directed, on behalf of the Municipality, to execute and deliver all such certificates and documents and adopt such policies and procedures that may necessary or advisable in order to comply with the provisions of this section.

Section 11. Reasonably Expected Economic Life. The “reasonably expected economic life” of the Projects within the meaning of Sections 9-21-101, *et seq.*, Tennessee Code Annotated, is greater than the term of the Bonds financing said Projects.

Section 12. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the owner(s) of the Bonds and the Notes, and after the issuance of either the Bonds or Notes, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner, except as provided in the following Section, until such time as the Bonds and Notes and interest due thereon shall have been paid in full.

Section 13. Modification of Resolution. The terms, covenants and agreements set forth in this resolution may only be modified or amended by resolution of the Governing Body, when consented to in a prior writing by the owner of the Bonds and, while any Notes are outstanding, the Notes.

Section 14. Defeasance. So long as Rural Development is the owner of the Bonds herein authorized, the Municipality shall not issue any bonds or other obligations for the purpose of defeasing or otherwise terminating the lien of the Bonds herein authorized without immediately prepaying the Bonds.

Section 15. Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance of the Bonds and the Notes is consistent with the Municipality’s debt management policy.

Section 16. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 17. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

[signature page follows]

Adopted and approved this 19th day of November, 2024.

TOWN OF ASHLAND CITY, TENNESSEE

Mayor

ATTEST:

City Recorder

STATE OF TENNESSEE)

COUNTY OF CHEATHAM)

I, Mary Molepske, hereby certify that I am the duly qualified and acting City Recorder of the Town of Ashland City, Tennessee (the "Municipality") and, as such official, I further certify as follows: (1) that attached hereto is a true, correct and complete copy of a resolution adopted by the City Council of the Municipality at its November 19, 2024 meeting; and (2) that a quorum of the members of the City Council was present and acting throughout said meeting.

WITNESS my official signature and the seal of the Municipality, this 19th day of November, 2024.

City Recorder

(SEAL)

37808044.1

ORDINANCE # 631

**AN ORDINANCE BY THE MAYOR AND CITY COUNCIL TO ACCEPT A
BUDGET AMENDMENT #2 FOR THE 24/25 FISCAL YEAR**

WHEREAS, the Mayor and Council appropriate \$ 26,134.75 to General Fund for 24 Months of Back Pay in the Fire Department.

NOW THEREFORE, BE IT ORDAINED, by the Council of the Town of Ashland City, Tennessee, that this ordinance shall become effective 20 days after final passage the public welfare requiring.

Section 1. A budget amendment consisting of the available funds and appropriations be adopted for the General Fund:

<i>General Fund</i>	<u>Beginning Budget</u>	<u>Ending Budget</u>
Fire Department	\$ 2,832,700.00	\$ 2,858,834.75

1st reading **11-19-2024**

Public Hearing **12-10-2024**

2nd reading **12-10-2024**

Attest:

Mayor Gerald Greer

City Recorder Mary Molepske

RESOLUTION 2024 – 29

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO PARTICIPATE IN THE JAMES L. RICHARDSON GRANT FOR TRAINING AND SAFETY OF EMPLOYEES OPERATING CITY OR AGENCY VEHICLES.

WHEREAS, the Grant is a 50/50 matching grant, but the motor vehicle record checks (MVR) are reimbursed at 100%, up to your entity’s eligible amount.

WHEREAS examples of eligible items include, instructor led training, DVD training, Backup camera and alarms, GPS tracking systems, Alert systems to administrators (such as vehicle black box technology), motor vehicle record (MVR) checks.

WHEREAS funding levels for the Driver Grant are based on the earned automobile liability premium for the previous year (2023/2024).

WHEREAS we would be in class 2, contributed earned premium for the previous year between \$ 10,000 and \$ 19,999 in the requested coverage area - up to \$ 4,000.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the HR Department to participate in the James L. Richardson Driver Grant.

We, the City Council, meeting in Regular Session on this the 19th day of November, 2024 move for the adoption of the Resolution as set out above.

Voting in Favor _____

Voting Against _____

Attest:

Mayor

City Recorder

RESOLUTION 2024 – 26

A RESOLUTION OF THE TOWN OF ASHLAND CITY, TENNESSEE, TO PARTICIPATE IN THE TENNESSEE DEPARTMENT OF SAFETY GRANT FOR \$ 10,000 DOLLARS.

WHEREAS High Visibility Enforcement (HVE) will be conducted at “Hot Spot Locations identified through analysis of crash, citation, crime, and other data, And;

WHEREAS Roadways with high traffic volumes will be targeted to ensure that the motoring public not only notice law enforcement, but also see agencies making traffic stops, and;

WHEREAS grant funding will be allocated for enforcement on an overtime or part-time basis conducted by officers trained and certified in Standard Field Sobriety Testing(required), ARIDE (suggested), Drug Recognition Expert (suggested), and Radar/LIDAR (required), and;

WHEREAS Grant funds may also be allocated to purchase supplies and equipment (described in the budget section) for use in addressing behavioral safety related problems (equipment costing \$ 10,000 or more must be approved by the THSO and NHTSA).

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE, that the Ashland City Police Department is approved to participate in the Tennessee Highway Safety Grant.

We, the City Council, meeting in Regular Session on this the 19th day of November, 2024 move for the adoption of the Resolution as set out above.

Voting in Favor _____

Voting Against _____

Attest:

Mayor

City Recorder

Contact and Project Information

Project Title: *High Visibility Enforcement of Tennessee Traffic Safety Laws **

Project Type: *High Visibility Enforcement*

Primary Project Director: *Alexis Duncan**

Title: *SGT, Accreditation Manager*

Phone: *(615) 406-2115*

Fax:

Email: *aduncan@ashlandcitytn.gov*

Secondary Project Director:

Title:

Phone:

Fax:

Email:

Police Chief / Sheriff:

Title: *Chief**

Name: *Kenneth Ray**

Phone: *(615) 792-5618 **

Email: *kenneth.ray@ashlandcitytn.gov**

Claim and Reporting Frequency: * Quarterly

High Visibility Problem Statement

In 2023, 1,333 people were killed and 66,931 were injured in traffic crashes on Tennessee roadways. Impaired drivers were a factor in 21.7 percent of fatalities, followed by speeding at 16.5 percent, and distraction at 6.6 percent. Of fatally injured motor vehicle occupants, 40.3 percent were not wearing a seat belt. Research confirms that drivers who are aggressive (disregard their safety and the safety of others on the road) are high-risk and more likely to drink and drive, speed, not buckle up, and engage in other dangerous behaviors.

High Visibility Project Goals

To reduce the number of fatal and serious injury crashes on Tennessee roadways as detailed in the Triennial Highway Safety Plan (3HSP) found [here](#).

High Visibility Selected Countermeasures

High Visibility Enforcement (HVE) will be conducted at “hot spot locations identified through analysis of crash, citation, crime, and other data. This is a proven traffic safety approach designed to create deterrence and change unlawful behavior. It combines highly visible and proactive traffic enforcement, with visibility elements and publicity that educates the public about the dangers of unsafe driving behaviors. The increased enforcement addressing those behaviors promote voluntary compliance with the law.

Roadways with high traffic volumes will be targeted to ensure that the motoring public not only notice law enforcement, but also sees agencies making traffic stops. Enforcement will also be conducted in support of the NHTSA seat belt and impaired driving campaigns during the Memorial Day, July 4, Labor Day and Christmas/New Year’s Day holiday periods.

One or more of the following highly visible and proven enforcement tactics will be conducted on a sustained basis for this project:

1. Saturation patrols
2. Checkpoints
3. Multi-jurisdictional/Network

The following visibility elements may be used during this project:

1. Road signs (electronic message boards, banners, yard signs)
2. Marked patrol vehicles (includes magnetic HVE signs or window clings)
3. High visibility reflective vests
4. Handouts (flyers, brochures, etc.)

The following public outreach tactics highlighting the danger of unsafe driving behaviors and enforcement to address those behaviors may be conducted in support of this project:

1. Press releases (includes results of the enforcement)
2. Press events
3. Public Service Announcements/Ads (includes radio, TV, newspapers)
4. Newsletters
5. Community presentations
6. Social media messaging

High Visibility Resources

Grant funding will be allocated for enforcement on an overtime or part-time basis conducted by officers trained and certified in Standard Field Sobriety Testing (required), ARIDE (suggested), Drug Recognition Expert (suggested), and Radar/LIDAR (required).

Grant funds may also be allocated to purchase supplies and equipment (described in the budget section) for use in addressing behavioral safety-related problems (equipment costing \$10,000 or more must be approved by the THSO and NHTSA).

Visit [TN Traffic Safety](#) for forms and resources, including allowable equipment and supplies.

High Visibility Task Schedule

First Quarter (Oct, Nov, Dec) due February 1:

Tasks

1. Participate in a quarterly NHTSA traffic safety mobilization.
2. Submit enforcement results via www.TNTrafficSafety.org no later than two weeks following the NHTSA mobilization.
3. Participate in at least one THSO Network meeting during this quarter.

Second Quarter (Jan, Feb, Mar) due May 1:

Tasks

1. Participate in a quarterly NHTSA traffic safety mobilization.
2. Submit enforcement results via www.TNTrafficSafety.org no later than two weeks following the NHTSA mobilization.
3. Participate in at least one THSO Network meeting during this quarter.

Third Quarter (Apr, May, Jun) due August 1:

Tasks

1. Participate in a quarterly NHTSA traffic safety mobilization.
2. Submit enforcement results via www.TNTrafficSafety.org no later than two weeks following the NHTSA mobilization.
3. Participate in at least one THSO Network meeting during this quarter.

Fourth Quarter (Jul, Aug, Sep) due November 1:

Tasks

1. Participate in a quarterly NHTSA traffic safety mobilization.
2. Submit enforcement results via www.TNTrafficSafety.org no later than two weeks following the NHTSA mobilization.
3. Participate in at least one THSO Network meeting during this quarter.

High Visibility Evaluation

The following enforcement results will be submitted via www.TNTrafficSafety.org no later than two weeks following the required NHTSA mobilizations: impaired driving arrests (DUI / DRE), seatbelt citations, child safety citations, felony arrests, recovered stolen vehicles, fugitives apprehended, suspended/revoked licenses, uninsured motorists, speeding, reckless driving, individuals given DRE evaluations, weapons seized, other, number of checkpoints.

The following enforcement results will also be submitted on the TN Grants data collection form as part of the status report: speeding, DUI, child restraint, seatbelt, distracted, move over, and warnings.

High Visibility Personnel

Classification	Number	Title	Pay Rate	Period Type	Number of Pay Periods	Sub-Total	Benefits	Sub-Total	Total
			\$			\$0.00	0%	\$0.00	\$0.00
								Total	\$0.00

High Visibility Professional Fees

Classification	Description	Total \$	Total \$

High Visibility Non-Personnel (Small Equipment, Supplies, etc.)

Item Name	Classification	Cost	Quantity	Total
		\$		\$
			Total	\$

High Visibility Travel, Meetings & Conferences

Meeting / Conference	Classification	Cost	Quantity	Total
		\$		\$
			Total	\$
Comments: include a justification for attendance at each meeting / conference.				

High Visibility Other Non-Personnel

Name	Classification	Cost	Quantity	Total
		\$		\$
			Total	\$

High Visibility Insurance

Name	Classification	Cost	Quantity	Total
	Insurance	\$		\$
			Total	\$

High Visibility Equipment (\$10,000 or more)

Equipment Name	Equipment Description	Classification	Cost	Quantity	Total
		Equipment	\$		\$
				Total	\$

High Visibility Indirect Cost and Revenue Source

Audited rate as determined by cognizant federal agency or the state Comptroller's Office subject to approval by NHTSA-Explain and submit copy of Certificate of Indirect Cost.

Indirect Cost: 0%

Certificate of Indirect Cost:

Revenue Sources

Federal (THSO):	100%
Local Government:	0%
Other:	0%
Total:	%

High Visibility Budget Summary

Expense Object Line-Item Category

Salaries and Benefits & Taxes		\$0.00
Professional Fee, Grant & Award		\$0.00
Non-Personnel: Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications		\$0.00
Travel, Conferences & Meetings		\$0.00
Other Non-Personnel		\$0.00
Insurance		\$0.00
Capital Purchase		\$0.00
Indirect Cost	0%	\$0.00
Grand Total		\$0.00



BILL LEE
Governor

TENNESSEE BUREAU OF INVESTIGATION

901 R.S. Gass Boulevard
Nashville, Tennessee 37216-2639
(615) 744-4000
TDD (615) 744-4001



DAVID RAUSCH
Director

Management Control Agreement
Ashland City Information Technology Division and Ashland City Police Department

This agreement is entered into on the effective date hereinafter set forth and between the parties signatory hereto.

As used in this agreement, unless otherwise required by context, the terms "criminal justice information systems" and systems refers to the criminal information systems and attached devices managed, maintained and operated by the: 1) Tennessee Bureau of Investigation (TBI), inclusive of the Tennessee Information Enforcement System (TIES) and the Tennessee Crime Information System (TCIS); 2) Federal Bureau of Investigation (FBI), inclusive of the National Crime Information Center (NCIC) and Interstate Identification Index (III) systems; and 3) collective body of states, inclusive of the International Justice and Public Safety Network (Nlets).

As used in this agreement, unless otherwise required by context, the term "guidelines" refers to the comprehensive collection of standards specifically referenced in federal and state laws, rules, regulations, policies and procedures, with regards to the aforementioned systems. In addition, the CJIS Security Addendum appended hereto is incorporated by reference and made a part hereof, as if fully appearing herein.

The Ashland City Information Technology Division does not meet the definition of a criminal justice agency as contained in Department of Justice (DOJ) regulations pertaining to management of criminal justice information systems in Title 28, Code of Federal Regulations, Part 20, Subpart A.

Whereas these systems are dedicated solely to the storage and retrieval of criminal justice information and access of these systems and use of information obtained from these systems is specifically restricted to criminal justice agencies; and,

Whereas the Ashland City Information Technology Division seeks authorization to use these criminal justice information systems in performing those duties exclusively authorized by federal and state law.

Therefore, this Management Control agreement exists between the signatory parties to ensure that the guidelines incumbent upon all criminal justice agencies relative to the use of these systems are wholly adopted and adhered to by the Ashland City Information Technology Division and adequately promulgated, monitored and enforced by the Ashland City Police Department, Chief of Police.



SINCE 1994

Management Control Agreement

Page 2 of 3

INTERNATIONALLY ACCREDITED

As evidenced by the authorized signature(s) affixed hereto, the Ashland City Information Technology Division agrees to delegate the following management control to ensure full compliance with guidelines governing the operation and management of said systems, and to guarantee the delivery of such level and priority of information systems service as is needed by the criminal justice community and as may be required by those guidelines.

As evidenced by the authorized signature(s) affixed hereto, the law enforcement official(s) agrees to accept the following management control to ensure full compliance with guidelines governing the operation and management of said systems, and to assume responsibility for exercising management control as may be required by those guidelines.

Management control is herein defined as the authority to set and enforce priorities for the: 1) operation of those hardware and software components used to access the aforementioned criminal justice systems; and 2) utilization of communication circuits and devices connecting components to those systems. Specifically, any request regarding use of said components or systems for non-criminal justice purposes will be evaluated and, if approved, subsequently prioritized by the law enforcement officials to protect the interests of the criminal justice community.

Management control is further herein defined as the authority to set and enforce basic standards for the selection and supervision responsibilities of the non-criminal justice agency, relative to only those personnel who may be designated to operate components of said systems or be subsequently afforded any exposure to the information obtained from those systems. Those standards, set forth in the rules of the Tennessee Crime Information Center (Chapter 1395-1-1) establish: 1) minimum qualifications for employment as contained in Tennessee Code Annotated (TCA); 2) background investigation requirements for those persons meeting employment qualifications; and 3) TBI's network training and certification requirements for authorized system usage. The standards pertaining to supervision responsibilities may require action by the non-criminal justice agency up to and including, complete and permanent restriction of an employee from any position designated to operate components of said systems or be subsequently afforded any exposure to the information obtained from those systems.

Finally, management control is herein defined as the authority to set and enforce policy governing the operation of the hardware and software components, telecommunications circuits, and systems referred to in this agreement. Those policies are contained in the published guidelines of TBI, FBI and Nlets and include the restrictions applicable to agency personnel regarding matters of access and dissemination limitations.

Ashland City Information Technology Division expressly retains complete authority to set and enforce: 1) priorities for the operation and use of any component, circuit or computer system not herein referenced; 2) standards for the selection and supervision of any personnel not herein referenced; and 3) policy governing the operation of any hardware and software component, circuit or system not herein referenced.

This agreement shall not become effective until reduced to writing and executed by both parties hereto, and may be altered or amended at any time by the mutual agreement of the parties.

This agreement shall continue in effect until terminated by the unanimous consent of the parties hereto or superseded by a subsequent agreement issued by TBI.

Relinquishing Management Control, as outlined in this agreement:

Gerald Greer, Mayor
Ashland City, TN

Date

Accepting Management Control, as outlined in this agreement:

Kenneth Ray, Chief of Police
Ashland City Police Department

Date

Approved: Tennessee Bureau of Investigation

Kenneth Blue, CJIS Systems Officer
Tennessee Bureau of Investigation

Date

David Rausch, Director
Tennessee Bureau of Investigation

Date

GRANT BUDGET

Agency Name: Ashland City Fire Department

Project Title: Parent Trainer Demonstration Seat

The grant budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period: BEGIN: 10/01/2024 END: 09/30/2025

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries, Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$15,000.00	\$0.00	\$15,000.00
11, 12	Travel, Conferences & Meetings	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$15,000.00	\$0.00	\$15,000.00

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

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

September 12, 2024

Re: Tennessee Highway Safety Office FFY 2025 Grant Award

Dear Highway Safety Partner,

We are excited to offer your agency an FFY 2025 grant award with the Tennessee Highway Safety Office (THSO). We look forward to working with you throughout the year and thank you for your shared commitment to highway safety.

With this partnership comes an important responsibility on the part of every grantee. Please be advised that funding has been approved for the receipt of the above referenced highway safety grant for the period of October 1, 2024 through September 30, 2025.

You may not incur costs until you have received a fully executed contract which must be signed by the TDOSHS Commissioner and no earlier than October 1, 2024. Incurred expenses and expended funds must be for the specific purposes stated in the grant language governing this award. In keeping with usual practice, your allowable expenditures will be reimbursed for actual costs incurred after that date.

The following items are important and expected of all grantees:

1. Monthly/quarterly claims and status reports must be kept current and filed promptly through the TN Grants management system, www.thsogrants.org. Failure to report promptly may result in the cancellation of your grant.
2. All documents, papers, accounting records, and other such records pertaining to costs incurred and to such materials must be made available to the THSO upon request at any time over the course of the grant period and for three years from the date of final audit disposition. Failure to follow these instructions may result in a requested reimbursement of grant monies to the THSO.
3. Grant records are subject to review and audit by the State of Tennessee, the National Highway Traffic Safety Administration, or any other authorized representative of the state or federal government at any time and without prior notification.
4. This agreement encompasses the time period specified in the contract. No continuation or extension of the project, express or implied, is provided for in the agreement.

5. Every grant **must** have an assigned project director with subject matter expertise in the area of monitoring grants and providing timely, appropriate feedback. Please do not hesitate to reach out to your assigned THSO program manager; our staff is here to assist you.
6. Prior to any news releases or press conferences relative to this grant, you **must** submit a working copy of draft language to your assigned THSO program manager who will review with the THSO Public Information Officer. Further, any release of written material for the purpose of the grant, which also includes social media posts, brochures, etc. also **must** have prior written approval of the THSO, whether by letter or email.
7. Law enforcement overtime may include a small portion (up to 20%) of personnel funds for community outreach events. Please contact your assigned program manager for more information, including the THSO Community Outreach Activity overtime form.

If you have any questions, please do not hesitate to contact your assigned THSO program manager. Working together, we will make Tennessee roads safer for everyone.


Buddy Lewis
Director



GOVERNMENTAL GRANT CONTRACT

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

Begin Date October 01, 2024	End Date September 30, 2025	Agency Tracking # Z25THS010	Edison ID 83659 (OP)		
Grantee Legal Entity Name Ashland City Fire Department			Edison Vendor ID 1534		
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number - 20.616			
		Grantee's fiscal year end - June 30			
Service Caption (one line only) Parent Trainer Demonstration Seat					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025		\$15,000.00			\$15,000.00
TOTAL:		\$15,000.00			\$15,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE - GG</i>		
Speed Chart (optional)		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
Ashland City Fire Department**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Ashland City Fire Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1534

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall undertake Occupant Protection Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan. Services may include child passenger safety centers that are equipped with personnel that can install and provide car seats, and conduct car seat safety checkpoints; law enforcement activities related to seat belt and child restraint usage; administering of curriculum for National Highway Traffic Safety Administration (NHTSA) child passenger safety training and certification; and evaluation of child passenger safety training and seat belt usage.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

Monthly Claims and Status Reports	
Reporting Period	Due Date
October	December 1st
November	January 1st
December	February 1st
January	March 1st
February	April 1st
March	May 1st
April	June 1st
May	July 1st
June	August 1st
July	September 1st
August	October 1st
September	November 1st

Quarterly Claims and Status Reports

Reporting Period	Due Date
October 1 through December 31	February 1st
January 1 through March 31	May 1st
April 1 through June 30	August 1st
July 1 through September 30	November 1st

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, <https://trafficsafety.org/>), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).
- g. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- h. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.
- i. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.

- j. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair Labor Standards Act's requirements for hours of work and overtime pay (see <https://www.dol.gov/agencies/whd/flsa>).
- k. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- l. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
- m. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.
- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination: or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.

A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the

purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.

- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. This Grant Contract document with any attachments.
 - b. The Tennessee Highway Safety Office Grants Management Manual, including all federal certifications and assurance in Appendix A, located at <http://tntrafficsafety.org/grant-management-manual>.
 - c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSOGrants.org.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 2024 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A. of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Safety and Homeland Security
 Tennessee Highway Safety Office
 Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, TN 37243

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

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.

- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
- b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or

consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Clyde "Buddy" Lewis, Director
 Tennessee Department of Safety and Homeland Security
 Tennessee Highway Safety Office
 Tennessee Tower, 25th Floor
 312 Rosa L. Parks Avenue
 Nashville, Tennessee 37243
 Telephone #: (615) 741-2589

The Grantee:

Tracey Knack, Administrative Assistant
 Ashland City Fire Department
 101 Court Street
 Ashland City, Tennessee 37146
 Email Address: tknack@ashlandcitytn.gov
 Telephone #: (615) 792-4531
 FAX #: 615792-7100

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

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

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

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

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

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

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

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

- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.
- The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.
- For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).
- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge

that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. [This provision only applies if the Maximum Liability in Section C.1. is \$30,000.00 or more]

Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
- i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

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

IN WITNESS WHEREOF,

Ashland City Fire Department:

GRANTEE SIGNATURE

DATE

Gerald Greer, Mayor, Town of Ashland City

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

JEFF LONG, COMMISSIONER

DATE

ATTACHMENT TWO

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Ashland City Fire Department
Subrecipient's Unique Entity Identifier (SAM)	RM2DQHW23C29
Federal Award Identification Number (FAIN)	69A3752430000405BTNH
Federal award date	10/01/2024
Subaward Period of Performance Start and End Date	10/01/2024 - 09/30/2025
Subaward Budget Period Start and End Date	10/01/2024 - 09/30/2025
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	20.616, National Priority Safety Programs
Grant contract's begin date	10/01/2024
Grant contract's end date	09/30/2025
Amount of federal funds obligated by this grant contract	\$15,000.00
Total amount of federal funds obligated to the subrecipient	\$15,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$957,117.80
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	National Priority Safety Programs
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal awarding official	Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303 Phone: (404) 562-3739 Fax: (404) 562-3763 E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and Homeland Security, Tennessee Highway Safety Office
Name and contact information for the pass-through entity awarding official	Buddy Lewis, Director Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, TN 37243 Telephone #: (615) 741-2589
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	0%



Tennessee Department of Safety & Homeland Security
Tennessee Highway Safety Office

SIGNATURE AUTHORITY CONSENT FORM

I, Gerald Greer as the Mayor of
Name of Person Granting Signature Authority (Printed) Title of Person Granting Authority

Town of Ashland City hereby grant the person(s) identified below signatory authority
Name of Organization Receiving Grant

for the 2024-2025 grant awarded by the Tennessee Highway Safety Office. The following individual or
individuals are entitled to sign all grant related documents on behalf of my organization.

Tracey Knack, Administrative Assistant
Name and Title (Printed)

Signature

James Walker, Chief
Name and Title (Printed)

Signature

Derek Noe, Deputy Chief
Name and Title (Printed)

Signature

The above signatory authority granted to the above individual(s) may be revoked by me or by my
organization at any time by written notice to the Tennessee Highway Safety Office.

Signature of Person Granting Authority

Date

September 24, 2024

Matt Waldron
Captain
Ashland City Fire Department
402 N Main Street
Ashland City TN 37015

RE: FireCatt - Sole Source Specifications

Matt:

FireCatt is the sole source supplier and owner of a **patented method** that incorporates computerized technology for **fire hose testing**.

FireCatt is the *first and only* company in the nation to offer a method with the following features:

- Electronic and computerized pressure transducers are used to monitor and regulate pressures.
- Air actuated and computerized valves are used to eliminate manual control of all valves at high pressure and provide emergency automated shut-off/shut-down capability. The use of manual valves that are less than 100% repeatable and that may expose personnel to unnecessary risk will not be permitted.
- Pressure release at the end of each test will be accomplished through air actuated and computer controlled valves operated remotely. This will eliminate the need to release pressure at the end of each hose and eliminate the risk associated with exposing personnel to potential catastrophic failure while any hose is fully pressurized.
- Hydrant pressure will be monitored through the use of electronic and computerized pressure transducers. Hydrant pressure will be regulated to meet the NFPA requirement of 45 PSI at the beginning of the test.
- An amber warning beacon will be illuminated at all times when a hose is pressurizing or at high pressure.
- Ten manifolds will be used, each with its own computerized pressure transducer and valve so that ten separate pressures can be tested simultaneously.
- Air relief valves will be used at the end of each hose lay per manifold, and at the elbow at mobile test lab.
- Computerized digital pressure readouts will be used in order to eliminate subjective “needle bounce” of analog gauges.
- Heavy Duty Bar Code labels will be used on each hose for ease of Identification and Inventory Control.

FireCatt is also the sole source supplier using the *only* load cell that is UL Certified to NFPA 1983 general use that we incorporate into our method for **ground ladder testing**.

FireCatt is the *first and only* company in the nation to offer a method with the following features:

- Digital Load Cell technology ensures the proper and precise forces are being applied using the *only* load cell that is UL Certified to NFPA 1983 general use.
- Heavy Duty Bar Code labels will be used on each ground ladder for ease of Identification and Inventory Control.
- Precise forces are applied consistently through the use of an electronic winch system. Sandbags, or water filled vessels being placed on top of the ladder in an inconsistent manner will not be allowed.
- Digital readouts will be used to measure force in order to eliminate subjective “needle bounce” of analog gauges.

And Finally, FireCatt is the sole source supplier providing the patented FireCatt Large Diameter Hose Conveyor to reload all your Large Diameter Hose.

- LDH conveyor utilized to reduce the risk of back strain and other related injuries while re-loading heavy Large Diameter Hose.

Computerized timing of tests will be used to eliminate subjective timing devices such as manual stop watches which are prone to operator error. Throughout our discussions I believe that we agreed that the issues of safety, time, technology and tracking are the most important to you and your department. Our patented method, and the unique features listed above allow for these requirements to be met in the most “objective” manner possible. In comparison, other testing companies will provide you with “subjective” test results. We have designed our testing and reporting technology to meet the requirements and future needs of the industry.

We have yet to encounter another testing company in the nation deploying similar state-of-the-art computerized testing technology. Our issued and pending patents are strong evidence of the exclusive nature of our solutions. In short, we believe that no other company in the nation can match or exceed the accuracy or safety of our testing services.

Best Regards,

Marc Radecky

Marc Radecky

President

248-318-3811 mobile/direct



3250 West Big Beaver Ste., 544 Troy, MI 48084 248-643-7200 Fax 248-643-4540

Service Test Agreement

Fire Department: Ashland City Fire Department 402 N. Main Street Ashland City, TN 37015	P.O. Number:	Annual Testing for Years: 2024/2025
Fire Department Contact: Captain Matt Waldron	Mobile/Emergency Contact Phone: 615-517-2921	Email: mwaldron@ashlandcitytn.gov

Test Season Requested: (circle)	Jan.-Mar.		Oct. – Dec.
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Estimated Hose Footage:	FireCatt Option:	Price Per Foot:	Total Cost:
14,000'	Option 1 All FireCatt Labor	\$0.43	\$6,020.00
Estimated Ground Ladder Footage:			
	Ladders tested simultaneously with hose	\$2.95	\$
Grand Total			\$6,020.00

Terms: Due upon receipt, in the event payment is not made within 45 days, a service charge of 1% per month for all outstanding balances will be due FireCatt. Due to the unpredictability of energy, travel, & labor expense post COVID-19, pricing is subject to annual cost of living adjustments or an appropriate surcharge. Pricing is based on Fire Departments estimate of footage, invoicing is based on actual feet tested. Hose report is documented on a per department basis. Documentation on a per apparatus or station basis must be pre-arranged and subject to additional cost. Any specific city, county, state licenses, insurance riders/addendums, or other requirements that add cost to doing business with your municipality/institution could result in charge backs, service fees, or a higher price charged for services rendered.

Minimum Charge- Fire Departments with under 5,200' of hose to test will be subject to a minimum charge of \$2,080.00.

Fire Hose Testing Service Includes:

- Service pressure test per NFPA 1962 Standard latest edition, patented technology designed for safety, accuracy, and speed
- Identification number assigned to each length of hose using a FireCatt bar code label on each coupling and redundant marking on the hose jacket at each end
- Inspect-outer jacket, inner liner, coupling, and threads

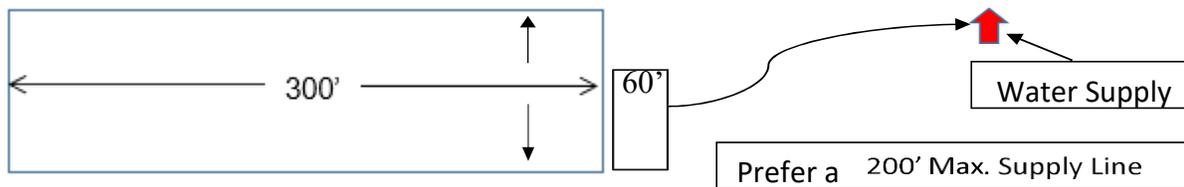
- Inspect gaskets, replace as required
- Lubricate all couplings using fire hose manufacturer approved 100% silicone lubricant
- Lubricate all apparatus connection points using marine grade “Never Seize”
- Tag all defective hose, mark defect location on hose, remove from service
- Record all data accurately, provide testing report in hard copy, electronically that can dovetail into your existing software, and via internet access on our secure servers
- Unload and reload all hose to meet your specifications when FireCatt labor is provided

Ground Ladder Testing Service Includes:

- Service Test per NFPA 1932 Standard latest edition, using digital load cell technology
- Identification number assigned to each ladder using a FireCatt bar code label
- Heat sensor label applied to each ladder if current label is out of date
- Report data as outlined above

Customer Requirements:

At FireCatt, our number one goal is **100% customer satisfaction** while providing the fastest, safest, and **MOST** accurate fire hose and ground ladder testing in the nation. Experience has shown us that annual service testing **REQUIRES** a **collaborative approach** to ensure a successful testing program! **Therefore, the customer responsibilities are as follows:**



1. **Test Site:** Provide a paved site (asphalt or concrete – **grass or gravel are NOT acceptable**) with minimum work envelope dimensions of 300' x 60'. The larger the test site the more efficient the test process. If the test site requires third party approval, the fire department must obtain this approval in advance of the test day.

NOTE: Fire hose WILL get wet during hose testing! The condition of the test site plays an influential role in keeping your hose as dry and clean as possible. Good drainage, clean surface, no potholes, no weeds are all important criteria that need to be considered. The condition of the test site plays an influential role in keeping your hose dry and clean. Good drainage, clean surface, no potholes, no weeds are all important criteria that need to be considered. Additionally, we do not recommend testing through the station bays 1) coated floors can become slippery, 2) station personnel tend to be too close to high pressure hose, 3) we cannot be responsible for damage to the station or floor.

SAFETY: NFPA1962 is clear on safety, stating: “Because there is a potential for catastrophic failure during service testing of fire hose, it is vital that safety precautions be taken to prevent exposure of anyone to this danger.” It is the responsibility of the department to instruct their personnel to keep clear of the test area and not cross hose lines. during testing.

1. **Water Source:** Water for testing to be provided via fire hydrant. In those communities where fire hydrants are not available a standpipe or tender may be used. FireCatt requires a minimum of 35 psi from any water source. The Fire Department is required to operate their tender. Tenders need to be refilled as soon as each test cycle finishes. **NOTE:** The FireCatt test system incorporates a check valve to prevent back flow to the fire hydrant water supply. If you require an additional back flow preventor at the hydrant it is up to the department to supply the back flow preventer.

2. **Rack/Spare fire hose:** The FireCatt test process begins with testing spare fire hose. The Fire Department must have all spare hose at the test site by 8:00 am, the first day of testing. Apparatus hose test to follow spare hose test, this way there is prequalified tested rack/spare hose ready to replace any apparatus hose that fails.

3. **Onsite Contact:** The Fire Department must provide an on-site single point of contact, please provide a name and cell phone number in advance of scheduling your test date. The contact person must have the authority for directing the departments responsibilities that include:
 - a. Driving apparatus includes driving out and laying Large Diameter Hose. **NOTE:** FireCatt personnel will NOT drive fire department apparatus!
 - b. FireCatt's Pre-Test survey with the FireCatt Team Leader so that all parties are on the same page regarding test day expectations.
 - c. Insure the timely presentation of apparatus/hose for testing. The FireCatt/Fire Department cadence must match up to avoid down time. FireCatt would prefer to have the next apparatus for testing on-site 30 minutes prior to testing of that apparatus. This will ensure the most efficient test process.
 - d. Providing apparatus re-load direction, reviewing, and signing off on each individual FireCatt Apparatus Doc Sheet indicating that FireCatt has re- loaded your apparatus correctly and there is no damage to your apparatus.

4. **Out of Service Apparatus:** It is the responsibility of the Fire Department to ensure all fire hose/Ground ladders are presented for testing. FireCatt's schedule **does not allow for returning to test out of service apparatus hose.**

5. **Tower Hose:** It is the responsibility of the Fire Department to remove/replace any hose from the tower. FireCatt employees are not insured to be in your hose tower.

6. **Fire Department Labor:** FireCatt Option 2 requires the Fire Department to re-load their apparatus. If Option 2 applies to your department, you must have the appropriate number of fire fighters engaged in the process to match the cadence of the FireCatt testing cycle.

7. **Special Couplings/Thread Adapters:** FireCatt's Mobile Test Lab is equipped with NH threads in sizes 1", 1.5", 2.5" and 4" & 5" Storz couplings. If your department is using any threads/couplings that differ from those FireCatt provides, **it is the fire department's responsibility to provide adapters.**

Any special requests or "change orders" outside of the FireCatt quotation/agreement MUST

8. Special Requests:

be negotiated prior to the first day of testing. FireCatt employees follow the FireCatt SOG which ensures compliance to NFPA standards, please do not ask us to deviate from our SOG.

9. **Inclement Weather:** Any of the following beyond our control could result in a test day interruption or cancellation; lightning, non-stop rain/downpour, hail, temperature of 40 degrees or below.

10. **Cancellation, Delays, Unexpected Changes, and the *potential* for Additional Fees:**

The following conditions affect the efficiency of the hose testing process and are **subject to additional fees**.

- Last-minute cancellations.
- Hose dropped off that is tangled requiring additional time to untangle.
- Waiting on a water source including, having to move test site, or waiting on a tender to arrive with water.
- Waiting for apparatus/hose to be presented for testing or not providing agreed upon number of apparatus/hoses per day.
- Not providing adequate personnel when the fire department has elected to reload their hose.
- Time consuming efforts on the part of FireCatt to keep hose dry.
- Undersized or irregular shaped test sites that cause test process inefficiencies.
- Any other issue that negatively impacts test day efficiency.

I have read and accept the terms of the agreement including customer responsibilities: Fire Catt, LLC will inspect, and service test all noted equipment in accordance with the standards of NFPA as set forth. It is expressly understood and agreed that Fire Catt shall not be deemed or held liable, obligated, or accountable upon or under any guarantees or warranties, express or implied, statutory, by operation of the law, or otherwise, relative to the use of any tested equipment immediately after the date of inspection. Furthermore, Fire Catt, will not be held liable, obligated, or accountable for any equipment that fails during the testing under specified conditions and pressures. Testing methods used may be protected under the United States Patent Number 8,554,497.

Authorized Signature: _____ Date: _____

Final Copy

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 11/1/2024		End Date 3/31/2026		Agency Tracking # 34401-99475-33	
Edison ID 84202				Edison Vendor ID 1534	
Grantee Legal Entity Name Town of Ashland City				Edison Vendor ID 1534	
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Assistance Listing Number Grantee's fiscal year end: June 30th			
Service Caption (one line only) Senior Center Grant					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025	\$32,500.00				\$32,500.00
2026	\$32,500.00				\$32,500.00
TOTAL:	\$65,000.00				\$65,000.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		This grantee was selected as per the predefined methodology in the approved DGA			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG	
Clayton Wells  Digitally signed by Clayton Wells Date: 2024.09.30 15:07:16 -05'00'					
Speed Chart (optional)		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF DISABILITY AND AGING
AND
TOWN OF ASHLAND CITY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Disability and Aging, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Town of Ashland City, hereinafter referred to as the "Grantee," is for the provision of Senior Center Grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 1534

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Purpose. Funding for this grant award was appropriated by the General Assembly for the sole purpose of making grants on a competitive basis to Senior Centers across the state of Tennessee.
- A.3. The Grantee shall use the grant funding for costs related to one or more of the categories listed below. If the Grantee is unsure if an expenditure is allowable, the Grantee shall request approval from the State.
- a. Capital projects (building improvements, equipment, etc.);
 - b. Marketing
 - c. Programming/activities; and/or
 - d. Routine operating expenses.
- A.4. The Grantee shall submit mid-term and final reports, using a template provided by the State, by March 31, 2025, October 31, 2025, and March 31, 2026. The reports shall include the following information:
- a. A narrative summary about the impact the grant funding had on the Senior Center and the item(s) purchased;
 - b. Number of unduplicated people served;
 - c. Pictures of items, materials, programs, activities, etc. purchased using the grant funding;
 - d. Financial receipts and descriptions of purchases; and
 - e. If applicable, testimonials from Senior Center members about how the funding impacted their participation at the Center.
- A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal (Attachment B) incorporated to elaborate supplementary scope of services specifications.

Final Copy

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on November 1, 2024 ("Effective Date") and ending on March 31, 2026 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed sixty-five thousand dollars (\$65,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

DDA.Aging.IFR@th.gov: or
 Department of Disability and Aging
 UBS Tower, 8th Floor
 315 Deaderick Street
 Nashville, TN 37243-0860

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Disability and Aging, Senior Center Grants.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
 - b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or

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indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

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- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Sidney Enss, Director of Volunteer Engagement & Senior Center Liaison
 Department of Disability and Aging
 UBS Tower, 8th Floor
 315 Deaderick Street
 Nashville, TN 37243
 Sidney.Enss@tn.gov
 Telephone # 615-741-1585

The Grantee:

Gerald Greer, Mayor
 Town of Ashland City
 104 Ruth Drive, Ashland City, TN 37015
 ggreer@ashlandcitytn.gov
 Telephone # 615-792-4211

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

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- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the

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final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

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

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

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

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

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds

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for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

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

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

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

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

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

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E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Work Papers Subject to Review. The Grantee shall make all audit, accounting, or financial analysis work papers, notes, and other documents available for review by the Comptroller of the Treasury or his representatives, upon request, during normal working hours either while the analysis is in progress or subsequent to the completion of this Grant Contract.
- E.3. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

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

IN WITNESS WHEREOF,

TOWN OF ASHLAND CITY:

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF DISABILITY AND AGING

BRAD TURNER, COMMISSIONER

DATE

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Grant approved expenses related to one or more of the following categories: 1) capital projects; 2) outreach and education; 3) Programming/Activities; and/or 4) routine operating expenses.	\$65,000.00
TOTAL	\$65,000.00

Senior Center Information

Name of Senior Center Thrive 55+ Ashland City

Type of Entity (How the senior center is registered through the Secretary of State) City Government

Senior Center Physical Address 104 Ruth Drive
Ashland City, TN 37015

County of Senior Center Location Cheatham

Senior Centers Hours of Operation Monday
Tuesday
Wednesday
Thursday
Friday

Monday hours 8:00 a.m. to 4:00 p.m.

Tuesday hours 8:00 a.m. to 4:00 p.m.

Wednesday hours 8:00 a.m. to 4:00 p.m.

Thursday hours 8:00 a.m. to 4:00 p.m.

Friday hours 8:00 a.m. to 4:00 p.m.

Contact Person Information

Senior Center Contact (This person will be the primary contact and receive all grant correspondence primarily via email) Gena Batts

Title/Position at the Senior Center Director

Email gbatts@ashlandcitytn.gov

Phone (615) 792-3629

Authorized Signatory (This person is authorized to sign contracts on behalf of the senior center) JT Smith

Title/Position at the Senior Center Mayor of Town of Ashland City

Email Address

jtsmith@ashlandcitytn.gov

ATTACHMENT B

Phone Number

(615) 792-4211

Grant Goals

**Amount of funding being requested
(between \$10,000-\$100,000)**

65000

Grant Goals

Capital Projects (building improvements, equipment, etc)

Project Narrative

Project Relevance & Current Need (15 Points)

ATTACHMENT B

Our center intends to use the funds requested for capital improvements. These improvements include new flooring throughout the center, painting the inside of the building, and new front entry doors. As these needs were anticipated in the upcoming operating year, we have obtained bids for these projects to prepare our budget needs for the 2025 fiscal year.

Some of the current flooring has uneven surfaces and loose tiles caused by minor flooding issues. These floor conditions present a safety hazard for our seniors. The flooding problem has now been resolved, so we are able to replace the damaged flooring. The rest of the flooring in our center is vinyl commercial grade tile flooring, which requires regular stripping and waxing. This is an ongoing expensive cost to our center. The replacement luxury vinyl flooring (LVF) does not require the same type of cleaning, therefore lowering the cost of maintenance. In addition, this type of flooring is slip-resistant.

Due to normal wear and tear of daily use, our center walls need a fresh coat of paint. We would like to use contracted painters to complete this job so that the work can be done in a timely manner and will not require closure of the center during normal our business hours.

In addition, our front entry doors are several years old and are not energy efficient. Nor do these doors provide the best security option for our building. We would like to replace the doors with updated ones to help reduce our energy costs as well as provide an aesthetic improvement to the front of our building. A keyless entry option will be added to provide better security for our building.

The capital improvements will be completed by outsourced reputable contractors. Estimates have already been obtained by businesses or contractors who are licensed, insured, and in good standing with the Better Business Bureau and/or have reliable references. These improvements were proposed in our center budget for fiscal year 2025 and are proceeding for budget approval. In addition, our center is required to follow purchasing procedures which involve acquiring three quotes or going through a bidding process to ensure proper spending of funds.

Project Impact (20 points)

ATTACHMENT B

The benefits of these capital improvements will not only keep our center looking inviting but will help keep our energy costs down as well as lower maintenance costs. The savings will allow us to use our regular funding to provide more programs and services to our participants. In addition, our members appreciate having a well-maintained building that provides a welcoming atmosphere. New flooring will remove the current safety hazards and provide a universal flow throughout our center.

The main goal of this project is to make necessary improvements to our center. Maintaining a senior center is much like maintaining a home. For the center to keep serving our participants, we must ensure these improvements are made so that our building can continue to be a vital part of our community. These improvement projects can be costly to senior centers and may keep centers from providing needed services to the senior population. With the assistance of these grant funds, we can retain our regular funding and use it to better serve those who take advantage of the center.

The main impact of our proposed projects will be to not only improve the appeal of our center but will also address important safety concerns and security issues. Aesthetics and ambiance play a major role in promoting the well-being of seniors. According to research, the visual appeal of surroundings is directly tied to better mood and mental health. By making some needed updates, our center can be transformed to create a more inviting and cheerful atmosphere. In addition, the flooring improvements will provide a safer environment. New front doors will not only be more energy efficient but also allow us to upgrade to better security measures for our center. Overall, the impact of the projects will allow the center to continue serving our community. Our center would appreciate any of these projects being funded through this grant and we are thankful to have the opportunity to apply.

Project Timeline (between October 1, 2024 – March 31, 2026) (5 points)

ATTACHMENT B

If our center is awarded these grant funds, plans are to begin making some of our capital improvements by the end of 2024. First, we would start with replacing the flooring which is most needed. Since this installation would require us to close the center for a few days to complete, we plan to have the work done around the Christmas season. Our center normally closes a few days during this time for center maintenance.

The next project would be painting. Plans for this work to be completed are by June 30, 2025. The contractors can complete this work after business hours over a two-week period.

The installation of new front doors would be our final project. This work would be completed in conjunction with the painting as the new doors may need to be painted. Additional trim work around the doorframe could possibly be needed which would also require painting.

Because all the proposed capital improvements were submitted as part of our center budget for fiscal year 2025, we need them to be completed by June 30, 2025. We believe this timeline allows ample time to get all projects finished.

Project Budget & Narrative

Project Budget & Narrative <https://www.formstack.com/admin/download/file/16595516072>

Letter from Senators and Representatives

Letter from State Senator <https://www.formstack.com/admin/download/file/16595516073>

Letter from State Representative <https://www.formstack.com/admin/download/file/16595516074>

Fiscal Information

Organizations most recent W9 form (signed and dated in 2024) <https://www.formstack.com/admin/download/file/16595516075>

Preferred Payment Method (If awarded a grant, select your preference on receiving grant funds) Direct Deposit

Last 4 digits of account number 4901

Grant Agreement

Electronic Signature Gena Batts

12021 Volunteer Blvd.
Mt. Juliet, TN 37122
Tel: 615-622-5777

Quote # : **437505**
Quote Date : **Apr 1, 2024**
Expiration Date : **May 31, 2024**

Customer:

Cash Sale-NASHVILLE-COD
12021 Volunteer Blvd
Mt. Juliet, TN 37122

Ship To:

Thrive 55+ Center
104 Ruth Drive
Ashland City, TN 37015

Account Code : 21406
Terms : CASH
Customer Job # :
Salesperson : Ben Mitzelfeld
Order Name : Thrive 55+ Center front doors

Purchase Order # :
Shipped Via : Maintenance

Gena Batts
615-792-3629

Quote is to furnish and replace doors but reuse existing panic hardware. Included in new doors are new lite kits and glass as well as new astragals to go between the doors and keep bugs/ unwanted weather conditions out.

Qty Product Description

- 2 HMD LP 18 A60 3070 F PG 1 3/4 (SH G/FG INSTALL; SH PR3)
- 6 Hinges MPB79 4 1/2 x 4 1/2 NRP FTMS FWS 26D
- 2 Lite Kit 24" X 60" LT-B1 LITE KIT Gray Primed
- 2 Weatherstrip 18041 WSPNB 84"
- 2 Weatherstrip 18041 CNB 84"
- 2 23" x 59" 1/4" clear tempered glass
- 1 Labor to Install

Pre-Tax Total : 4,281.40
TNX00 - TN Exempt - Gov : 0.00
Quote Total : 4,281.40

Nashville Door Closer Service

2301 Cruzen St
 Nashville TN 37211
 Phone: 615-297-3749
 Fax: 615-297-5913

SERVICE QUOTE

DATE	INVOICE #
3/25/2024	0000104085



BILL TO:

Thrive 55
 104 Ruth Drive
 Ashland City TN 37015

JOB LOCATION:

Thrive 55
 104 Ruth Drive
 Ashland City TN 37015

WORK ORDER #	DISPATCH #	CUSTOMER ID	TERMS	DUE DATE
		0004955	NET 30	
QUAN	DESCRIPTION	PRICE EACH	AMOUNT	
1.00	Labor and materials provided to replace hollow metal doors with storefront door and frame. New materials include: 1- 4070 Aluminum storefront door with wide stiles, 10" bottom rail, clear tempered glass, clear anodized metal 1- 4070 Storefront frame LH 2- Sidelight window unit to fit opening 2- Clear tempered glass unit for window 1- Aluminum door sweep 48" AL 1- 4k Low energy auto operator 51" Clear LH 1- Wireless actuator package 1- Surface mounted electric strike 1- 1790 Rim exit device 48" AL 1- 10" Tubular pull handle AL 1- IC rim housing Please note any drywall or trim work needed upon completion of installation is to be done by others	11,595.00	11,595.00	
TOTAL				\$11,595.00

Exclusions: This proposal may be withdrawn by Nashville Door (NDC) if not accepted within 30 days from the date of the proposal. Acceptance of Proposal - the above prices, specifications, and conditions are satisfactory and are hereby accepted. NDC is authorized to do the work as specified and outlined above. NO final cleaning of glass or storefront unless a return trip for cleaning is approved. Field measurements are necessary before final fabrication. If customer measurements are provided, NDC is not responsible for the fitting of materials. No painting or trim work of doors, frames, or surrounds unless listed as factory finish above. Items not listed in the scope of work will be by others and coordinated by the customer unless otherwise stated above. We do not include demolition or provide rough openings unless otherwise noted above. All 120VAC electrical to door headers by others. All access control to door by others unless otherwise noted. Any alteration or deviations from the above scope of work or plans involving extra cost will be executed only upon written change order and will become an additional charge over and above the estimate. It is the customer's / contractor's / owner's responsibility to read and understand the scope of work, including but not limited to door sizes, finishes, and terms of this proposal.

NDC warrants its labor for (1) year from date of install upon full payment. This does not include damage by abuse, normal wear and tear of grade 3 products, or mother nature. Manufacturer's warranty applies to all materials. Service fees, trip charges, and fuel surcharge are not included in the warranty claim. TERMS - NET 30. A 50% deposit will be required on all jobs with special orders. A 50% deposit will be required for all new clients until satisfactory payment terms are established.

VORTEX PROPOSAL

1-800-698-6783

To	Site	Date	Mar 21, 2024
Town of Ashland City 233 Tennessee Waltz Parkway Ash: Sign Here*	Thrive 55+ Ashland City 104 Ruth Drive Ashland City, TN 37015		
ATTN: 03/21/2024	Phone 615-792-3629	Job Phone	615-792-3629
Ref # Q-03749	Fax		

In accordance with the terms and conditions stated online at www.vortexdoors.com/terms, we propose to provide the following doors and / or repair work (hereinafter referred to as the "Product") on the following terms.

We propose to furnish, deliver, and install the following subject to the terms noted below:

One (1) new **Glass and Aluminum Storefront Door** for the existing opening with the following benefits:

- **Narrow Stiles and Rail for Full View**
- **Clear Aluminum Anodized Finish Door(s) for Corrosion Resistance**
- **New Deadbolt lock with Lock Indicator and Cylinder Guard**
- **New Keyed Cylinders on interior and exterior for security**
- **Standard Entry & Exit Pull or Push Handles for easy access**
- **New closer(s) to replace the existing**
- **10" Bottom Rails for Wheelchair Access Compliance**
- **Clear Tempered Glass secured by new glass stops**

We will secure the new door(s) into place, align for proper clearance, lubricate all moving parts, adjust the closing speed, test the locking system, clean the glass and surrounding area, and perform our Quality Assurance & Safety Check to ensure safe and proper operation of the complete door system.

Please note this bid **INCLUDES** the following:

1. Vortex Exclusive **three (3) year warranty** on all new material.
2. Work to be scheduled during regular business hours (M-F 7:30a-4:30p) unless otherwise stated.
3. Removal and disposal of damaged material.

Please note this bid **DOES NOT INCLUDE** the following:

1. Any hidden conditions or damage.
2. Any finish paint or finish work.
3. Prevailing Wage Rates if required are not included unless specified.
4. Any item not called out above.

We propose to furnish, deliver, and install the following subject to the terms noted below,

One (1) new **Low Energy/Power Operator and New Electrified Panics with Card Reader** for your existing door as needed. This includes the following benefits:

[[SSIGN_INPUT ID=1]] Customer to list days or hours Vortex cannot do the work: [[SSIGN_INPUT ID=2]]
Payment Terms: **35.00** % on deposit. Balance due upon Completion.

This offer is good for 30 days. **SIGNED COPY MUST BE RETURNED TO OUR OFFICE WITH DEPOSIT.** Offer may be revoked by Vortex at any time prior to acceptance. Hidden or unanticipated damages and/or services not included in proposal. Proposal als

VORTEX PROPOSAL

1-800-698-6783

To	Site	Date
Town of Ashland City 233 Tennessee Waltz Parkway Ashland City, TN 37015	Thrive 55+ Ashland City 104 Ruth Drive Ashland City, TN 37015	Mar 21, 2024

ATTN:

Ref # Q-03749	Phone 615-792-3629 Fax	Job Phone 615-792-3629
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In accordance with the terms and conditions stated online at www.vortexdoors.com/terms, we propose to provide the following doors and / or repair work (hereinafter referred to as the 'Product') on the following terms: **Meets stringent requirements of ANSI 156.10, ANSI 156.19, and UL325**

- Ideal operator for ADA-compliant entrance applications
- Meets requirements of normal pedestrian door in the building up to 48" wide
- Door control switches mounted on operator ON/OFF/HOLD OPEN
- Multi gear, easy opening action is ultra-quiet and is perfect for noise-sensitive areas
- Narrow or fine headers blend with door and framing
- State of the art system and is environmentally friendly
- Built in electrified hardware circuit for seamless security/access control integration
- Designed to close and latch door in case of power loss
- Electrical hook-up into existing dedicated power source (provided by others)

This includes mounting the operator above the door opening, adjustments to the door to meet job site conditions, lubrication of all points of friction, and our exclusive quality assurance and safety check,

Please note this bid INCLUDES the following:

1. Vortex Exclusive **three (3) year Limited Warranty.**
2. Work to be scheduled during regular business hours (M-F 7:30a-4:30p) unless otherwise stated.
3. Removal and disposal of damaged material.

Please note this bid DOES NOT INCLUDE the following:

1. Any hidden conditions or damage.
2. Any new electrical needed for new units.
3. Any finish paint.
4. Prevailing Wage Rates if required are not included unless specified.
5. Any item not called out above.

FOR THE TOTAL NET SUM OF.....\$16,196.81

SIGN_INPUT ID=1]] Customer to list days or hours Vortex cannot do the work: _____ 2]]
 Payment Terms: 35.00 % on deposit, Balance due upon Completion.

This offer is good for 30 days. SIGNED COPY MUST BE RETURNED TO OUR OFFICE WITH DEPOSIT. Offer may be revoked by Vortex at any time prior to acceptance. Hidden or unanticipated damages and/or services not included in proposal. Proposal also

by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.

Any questions concerning a contractor may be referred to Registrar, Contractors' License Board, 3132 Bradshaw Road, Sacramento, California. Mailing address: P.O. Box 26000, Sacramento, California 95862.

IMPORTANT: See www.vortexdoors.com/terms for additional terms, including limitations of warranty and limitations of liability which are part of this agreement and will constitute terms of your contract with Vortex. Customer is added to our General Liability policy. **Sign Here*** as required by written contract with Customer.

Accepted	TOWN OF ASTORIA City ("Customer")	VORTEX INDUSTRIES, LLC. ("VORTEX")
By	[[SSIGN_INPUT_ID=3]]	By Kevin Tobin
Date	03/21/2024 [[SSIGN_INPUT_ID=3]]	Date Mar 21, 2024

Jason the Painter
2766 Lower Walkers Creek Rd.
Goodlettsville, Tn 37072
615-500-5713

The Town of Ashland City
104 Ruth Dr
Ashland City, Tn 37015
gbatts@ashlandcitytn.gov
Date: 4/7/2024

Interior walls, door trim and window trim will need
Two coats of finish paint.
We will need 8 days to finish (4 Sat, and 4 Sunday)

Labor & Materials 8830.00

If you need us to remove wallpaper, prep walls w/
One coat of primer and two coats of finish paint
Labor & Materials

2680.00

Total: 11,510.00



PRIVACY NOTICE

OMNIA Partners, LLC (“Company,” “we” or “us”) values our relationship with you and takes your privacy seriously. The purpose of this Privacy Notice is to identify how we may process, collect, store, disclose, and use (collectively, “use”) the data that we collect from you in connection with your use of our business services, our website (www.omniapartners.com), any other online platform or mobile application, including OPUS, that links to this Privacy Notice, and other services that link to this Privacy Notice (collectively, our “Services”). This Privacy Notice also identifies your rights with respect to your personal information and the choices you can make about our use of your information, all as described in more detail below.

We may update or modify this Privacy Notice at any time, by posting the amended version on this site and including the effective date of the updated version. We may also provide other privacy notices on specific occasions when we are using your personal information in ways that differ from what we have described here, so that you are aware of how and why we are using such information and what your rights are with respect to such use. By accessing and/or using the Services, you accept and agree to the terms of this Privacy Notice and the collection and use of information as described in this Privacy Notice. You also agree to be bound by the Terms of Use set forth at www.omniapartners.com/termsfuse. If you do not agree to be bound by this Privacy Notice or any subsequent modifications, you should not access or use the Services or disclose any personal information through any of the Services.

This Privacy Notice was last updated April 4, 2024.

This Privacy Notice contains the following information, which you can access by scrolling down:

- 1. How to Contact Us**
- 2. Personal Information**
- 3. Information We Collect**
- 4. How We Collect, Use, and Disclose Information**
- 5. Disclosing Your Information**
- 6. Your Rights and Choices Regarding Your Information**
- 7. How We Safeguard Your Information**
- 8. Acknowledgment**
- 9. How Long We Store Your Information**
- 10. Links to Other Sites**
- 11. Children**
- 12. Special Notice to Non-U.S. Users Regarding Data Transfers**
- 13. Governing Law and Jurisdiction**

1. HOW TO CONTACT US

You can update your communication preferences and information by updating your contact information through our Services or by contacting us at the e-mail address, phone number, or postal address below. Additionally, if you have any questions or concerns about our use of your personal information, please do not hesitate to contact us through any of the methods listed below.

Mail:

OMNIA Partners, LLC
Attn: Legal Department
840 Crescent Centre Drive, Suite 600
Franklin, TN 37067

Phone: 866-875-3299

Email: info@omniapartners.com

2. PERSONAL INFORMATION

While using our Services, we may ask you to provide us with certain personally identifiable information (“Personal Information”). Personal Information is information that identifies, relates to, describes, can reasonably be associated with, or can reasonably be linked to a particular individual or household.

We collect information from you both when you provide it voluntarily and also automatically when you use our Services. We may also collect Personal Information from other sources, as described below.

We collect Personal Information from you and any devices (including mobile devices) you use when you: use our Services, register for an account with us, provide us information on a web form, or over the telephone or digital chat, when you register at our conferences, when you update or add information to your account, when you otherwise correspond with us, engage or connect with us through one of our social media pages, or chat with our sales and support team (whether through digital or other means). Please remember that any information that is disclosed public comments, forums, or other areas enabling other users to submit comments (“Forums”) becomes public information, is not maintained or treated as confidential, and you should exercise caution when deciding to disclose your Personal Information.

In addition, we also collect Personal Information about you from third parties in connection with our Services, including from the following sources:

- Our customers and suppliers
- Hosting providers
- Data analytics service providers
- Email, digital chat, survey, feedback, and other communications service providers

- Customer service providers
- Social media platforms
- Promotional partners
- Advertising providers

If we combine or associate information from other sources with Personal Information that we collect through the Services, we will treat the combined information as Personal Information in accordance with this Privacy Notice.

If we receive information identified as de-identified information from other sources, we will not attempt to re-identify such information.

3. INFORMATION WE COLLECT

We may collect the following categories of Personal Information from you, depending on your interactions with our Services and the choices you make, as further described in the chart below:

Category	Data Types	
Identifiers	Your name, email address postal address, unique personal identifier, and Internet Protocol (IP) address.	
Financial Information	Name, billing and shipping address, credit card and payment account information.	
Interactions	<ul style="list-style-type: none"> ▪ Records of products or services purchased, obtained, or considered, or other purchasing or consuming histories as well as interactions with concerning transactions and any other information you post or otherwise provide to us. ▪ Records of interactions with us via email, telephone, digital chat functionalities, and other means by which you may interact with us. This may include audio recordings as well as digital chat transcripts that may document your contact information, the date and time you interacted with us, the content of your interaction with us, and the method by which you interacted with us. 	
Internet / Electronic Network Activity	Browser History	Data about the webpages you visit, including without limitation web browser specifications, websites visited before accessing our Services, and websites visited after leaving our Services.
	Search History	Data about the search terms you may enter when accessing online content.
	Device Connectivity and	Data about your device and nearby networks, including internet connection information, computer equipment information, regional and language settings.

Category	Data Types	
	Configuration Data	
	Geolocation Data	Data about your device’s location, which is inferred from your internet connection data, your IP address, and your postal address, or which you may choose to allow us to access by granting the Services access to your location when prompted.
Professional or Employment-related Information	Information concerning your business or company affiliation, job title, tenure, professional experience, and educational background.	
Demographic Data	Data about you such as your age, gender, state/region, professional experience, and other data reflecting your preferences for our Services.	
Third Party Social Network Services	If you choose to access, visit, and/or use any third party social networking service(s) that may be integrated with our Services, we may receive your Personal Information and other information about you and your computer, mobile, or other device that you have made available to those social networking services, including information about your contacts through those services. Some social networking services will facilitate or enhance or personalize your experience on our Services. This includes if you “follow,” “like,” or link your social networking account to our Services. Your decision to use a social networking service in connection with our Services is voluntary. However, you should make sure you are comfortable with the information your third party social networking services may make available by reviewing privacy policies of those providers and/or modifying your privacy settings directly with those networking services.	

4. HOW WE COLLECT, USE, AND DISCLOSE INFORMATION

We generally collect, use, and disclose your information when we need to do so to fulfill a contractual obligation or where we or someone we work with needs to use your Personal Information for a reason related to their provision of services on our behalf. We only collect, use, and disclose Personal Information for such legitimate interests as further detailed in the chart below:

Categories of Information	Categories of Sources	Description of Category	Business Purpose for Collection/Processing	Disclosed for a Business Purpose?	Third Parties to Whom Disclosed
Account Registration Information	Directly from you; from use of our Services; from our affiliates; from our vendors, suppliers, and/or partners; from third party social media platforms and networks; from government agencies; from public sources	<p>Some of the Personal Information we will ask you to provide is required in order to create your account.</p> <p>Registering for an account is required for use of many of our Services. This is the Personal Information that is provided by you or collected by us to enable you to login and/or access your account and our Services. This includes your name, address, email address, and phone number. In certain cases, this may also include billing information.</p> <p>Some of the Personal Information we will ask you to provide is required in order to create your account.</p>	<ul style="list-style-type: none"> • To provide, maintain, personalize and improve our Services. • To respond to your questions and requests. • To create, maintain and personalize your account with us. • To provide customer support. • To notify you about changes to our Services. • To allow you to participate in interactive features of our Services when you choose to do so. • To contact you with email updates, blogs, marketing or promotional materials and other information that may be of interest to you. 	Yes	Internet service provider vendors; social media platforms and networks; analytics vendors; advertising vendors and networks; professional services vendors; customers; suppliers; partners; government agencies; and affiliates
Tradeshaw, Conference and Other Industry Interactions	Directly from you; from use of our Services; from our affiliates; from our vendors, suppliers, and/or partners; from third party social media platforms and	You may provide your name, email address, and other contact information as a host, attendee, sponsor, and/or participant at tradeshaws, conferences, or other	<ul style="list-style-type: none"> • To contact you with email updates, blogs, marketing or promotional materials and other information that may be of interest to you. • To sponsor or otherwise participate in a tradeshow or 	Yes	Internet service provider vendors; social media platforms and networks; analytics vendors; advertising vendors and networks; professional services vendors;

Categories of Information	Categories of Sources	Description of Category	Business Purpose for Collection/Processing	Disclosed for a Business Purpose?	Third Parties to Whom Disclosed
	networks; from government agencies; from public sources	industry-based or professional interactions.	industry conference as a partner.		customers; suppliers; partners; government agencies; and affiliates
Subscribe to Blog, Newsletter, or Email Updates Information	Directly from you; from use of our Services; from our affiliates; from our vendors, suppliers, and/or partners; from third party social media platforms and networks; from government agencies; from public sources	You may provide your name and email address in order to receive email updates, newsletters, and/or in order to subscribe to our blog.	<ul style="list-style-type: none"> To contact you with email updates, blogs, marketing or promotional materials and other information that may be of interest to you. 	Yes	Internet service provider vendors; social media platforms and networks; analytics vendors; advertising vendors and networks; professional services vendors; customers; suppliers; partners; government agencies; and affiliates
Member or Supplier Information	Directly from you; from use of our Services; from our affiliates; from our vendors, suppliers, and/or partners; from third party social media platforms and networks; from government agencies; from public sources	You may provide certain Personal Information in order to register to become a member or supplier partner through the Services. This includes your name, email address, phone number, and address. This may also include billing information and tax status information for certain Services.	<ul style="list-style-type: none"> To provide, maintain, personalize and improve our Services. To provide customer support. 	Yes	Internet service provider vendors; social media platforms and networks; analytics vendors; advertising vendors and networks; professional services vendors; customers; suppliers; partners; government agencies; and affiliates
Customer Service Information	Directly from you; from use of our Services; from our affiliates; from our	This may include any information that you choose to provide, whether by phone, email,	<ul style="list-style-type: none"> To provide, maintain, operate, personalize and improve our Services. 	Yes	Internet service provider vendors; analytics vendors;

Categories of Information	Categories of Sources	Description of Category	Business Purpose for Collection/Processing	Disclosed for a Business Purpose?	Third Parties to Whom Disclosed
	vendors, suppliers, and/or partners; from third party social media platforms and networks; from government agencies; from public sources	<p>mail, digital chat, or otherwise, to our customer service representatives or other OMNIA personnel.</p> <p>We collect and record interaction information and the contents of such interactions when you interact or otherwise communicate with OMNIA, including through telephonic means and digital chat functionalities. This includes audio recordings as well as digital chat transcripts that may document your contact information, the date and time you interacted with us, the content of your interaction with us, and the method by which you interacted with us.</p>	<ul style="list-style-type: none"> • To evaluate and improve the content of our Services. • To respond to your questions and requests. • To provide customer support. • To allow you to participate in interactive features of our Services when you choose to do so. 		professional services vendors; customer service vendors; government agencies; and affiliates
Customer Proposal Information	Directly from you; from use of our Services; from our affiliates; from our vendors, suppliers, and/or partners; from third party social media platforms and networks; from	This is the Personal Information that you provide if you choose to complete the form to obtain your customer proposal number. This includes your name and email address.	<ul style="list-style-type: none"> • To provide, maintain, personalize and improve our Services. • To provide customer support. 	Yes	Internet service provider vendors; analytics vendors; professional services vendors; customer service vendors; government agencies; and affiliates

Categories of Information	Categories of Sources	Description of Category	Business Purpose for Collection/Processing	Disclosed for a Business Purpose?	Third Parties to Whom Disclosed
	government agencies; from public sources				
Payment and Purchasing Information	Directly from you; from use of our Services; from our affiliates; from our vendors, suppliers, and/or partners; from third party social media platforms and networks; from government agencies; from public sources	<p>We may collect such Personal Information if you make a purchase through our Services. The exact Personal Information collected will vary but may include information such as:</p> <ul style="list-style-type: none"> o Name; o Email address; o Billing and shipping addresses; o Credit card data; o Postal code; and o Phone number. <p>We may also collect information concerning the products purchased or considered, or other purchasing or consuming histories or tendencies.</p>	<ul style="list-style-type: none"> • To provide you with the products you have requested or purchased. • To personalize your experience using our Services. • To respond to your questions and requests. • To provide customer support. • To provide you with recent information about an order (e.g., order confirmations, etc.). • To work with our service providers who perform certain business functions or services on our behalf. • To determine if you are eligible for specific offers or payment methods. 	Yes	Internet service provider vendors; analytics vendors; advertising vendors and networks; professional services vendors; customers; suppliers; partners; government agencies; and affiliates
Demographic Data	Directly from you; from use of our Services; from our affiliates; from our vendors, suppliers, and/or partners; from third party social media platforms and	We may collect such Personal Information when you provide feedback or post on a forum through our Services, including if you leave a comment on articles posted on the	<ul style="list-style-type: none"> • To provide, maintain, personalize, and improve our Services. • To provide customer support. • To monitor the usage of our Services. • To gather analysis and assess trends and interests. 	Yes	Internet service provider vendors; social media platforms and networks; analytics vendors; advertising vendors and networks; professional services vendors;

Categories of Information	Categories of Sources	Description of Category	Business Purpose for Collection/Processing	Disclosed for a Business Purpose?	Third Parties to Whom Disclosed
	networks; from government agencies; from public sources	Services, only when necessary to provide our Services. <ul style="list-style-type: none"> • Age • Gender • State/Region • Professional Experience • Preferences 			customers; suppliers; partners; government agencies; and affiliates
Third Party Data	From our affiliates; from our vendors, suppliers, and/or partners; from third party social media platforms and networks; from government agencies; from public sources	This includes both Personal Information and non-personally identifiable data provided to us from our affiliates, suppliers, partners or vendors, or public sources.	<ul style="list-style-type: none"> • To provide, maintain, personalize, and improve our Services. • To monitor the usage of our Services. • To gather analysis and assess trends and interests. 	Yes	Internet service provider vendors; social media platforms and networks; analytics vendors; advertising vendors and networks; professional services vendors; customers; suppliers; partners; government agencies; and affiliates
Location Information	Directly from you; from use of our Services; from our affiliates; from our vendors, suppliers, and/or partners; from third party social media platforms and networks; from	We may collect general location information if you use features on our Services that provide location-based services.	<ul style="list-style-type: none"> • To provide you with location-based services. • To monitor the usage of our Services. • To gather analysis and assess trends and interests. 	Yes	Internet service provider vendors; analytics vendors; advertising vendors and networks; and affiliates

Categories of Information	Categories of Sources	Description of Category	Business Purpose for Collection/Processing	Disclosed for a Business Purpose?	Third Parties to Whom Disclosed
	government agencies; from public sources				
Usage Information	Directly from you; from use of our Services; from our affiliates; from our vendors, suppliers, and/or partners; from third party social media platforms and networks; from government agencies; from public sources	<p>This can be Personal Information and non-Personal Information that is collected about you when you are using our Services, and this may include:</p> <ul style="list-style-type: none"> • Information about your interactions with our Services, which includes the date and time of any information you enter into our Services and your interactions with other users of our Services and what content or features you interacted with. • User content you post to our Services including messages you send and/or receive in the Forums and your interactions with our customer 	<ul style="list-style-type: none"> • To optimize the display of our Services on your device. • To create, maintain and personalize your account with us. • To provide, maintain, personalize, and improve our Services. • To provide customer support. • To monitor the usage of our Services. • To allow you to participate in interactive features of our Services when you choose to do so. • To gather analysis and assess trends and interests. • To detect, prevent, and address technical issues. • To help maintain the safety, security, and integrity of our Services and technology assets. 	Yes	Internet service provider vendors; social media platforms and networks; analytics vendors; advertising vendors and networks; professional services vendors; customers; suppliers; partners; government agencies; and affiliates

Categories of Information	Categories of Sources	Description of Category	Business Purpose for Collection/Processing	Disclosed for a Business Purpose?	Third Parties to Whom Disclosed
		<p>service team and other users.</p> <ul style="list-style-type: none"> • Technical data which may include URL information, cookie data, web beacons and other tracking technology information, your IP address, the types of devices you are using to access or connect to our Services, unique device IDs, device attributes, network connection type (e.g., WiFi, 3G, LTE, Bluetooth) and provider, network and device performance, browser type, language, and operating system. Further details about the technical data that 			

Categories of Information	Categories of Sources	Description of Category	Business Purpose for Collection/Processing	Disclosed for a Business Purpose?	Third Parties to Whom Disclosed
		<p>is processed by us can be found below.</p> <p>Our Services uses cookies, unique identifiers and similar technologies to collect information over time and across different websites when you use or visit our Services. We or our third party partners use common tracking tools to collect information about the pages you view, our Services functions that you access, the buttons and icons you click, and to remember your login information and Services settings to make it easier and more efficient for you to use our Services.</p> <p>We or third party partners may use invisible pixels or beacons on our Services to count how many users access or use certain pages, features or content.</p>			
		<p>Cookies. Cookies are small data files that are downloaded onto your computer or mobile device when you use our Services, which are unique to your device or account. Cookies make it easier for you to use our Services by saving your preferences so that we can use these to improve your next and subsequent visits to our Services – for example,</p>			

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		<p>remembering your login information. Cookies help us learn which areas of our Services are useful and which areas need improvement.</p> <p>Cookies may be either persistent or temporary (or session) cookies. A persistent cookie retains user preferences for a particular website, app or service, allowing those preferences to be used in future use sessions and remains valid until its set expiry date (unless deleted by the user before the expiry date). A temporary cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.</p> <p>You can choose whether to accept cookies by changing the settings on your browser or device. Each browser has its own methods for doing this. For detailed instructions on how to disable, block or delete cookies in your browser, consult your browser's help files or visit How to Manage Cookies. For more information regarding your choices with respect to cookies and other tracking technologies, please see “<i>Your Rights and Choices Regarding Your Information</i>” below. However, if you choose to disable this function, your experience with our Services may be impaired and some features may not work as they were intended. When we use cookies or other similar technologies, we may set the cookies ourselves or ask third parties to do so to help us.</p>			
		<p>Pixels, Web Beacons. This information is collected and reported in the aggregate. We may use this information to improve our current Services offerings, develop new products or services, and target information to you that may be helpful and useful to you based upon your use of our Services.</p>			
Anonymized Information	Directly from you; from use of our Services; from our affiliates; from our vendors, suppliers, and/or partners; from third party social media platforms and networks; from government agencies; from public sources	We use anonymized and aggregated information that may be created or derived from your Personal Information or usage of our Services for purposes that include data analysis, improving our Services, and developing new features and functionality within our Services.	<ul style="list-style-type: none"> • To provide, maintain, personalize, and improve our Services. • To monitor the usage of our Services. • To gather analysis and assess trends and interests. • To detect, prevent, and address technical issues. • To help maintain the safety, security, and integrity of our Services and technology assets. 	Yes	Internet service provider vendors; social media platforms and networks; analytics vendors; advertising vendors and networks; professional services vendors; customers; suppliers; partners; government agencies; and affiliates

Subject to the following paragraph, we ask that you not send us, and you not disclose, any sensitive personal information as this term is defined under applicable data protection and privacy laws (for example, social security numbers, information related to racial or ethnic origin, political opinions, religion or other beliefs, health, biometrics or genetic characteristics, criminal background or trade union membership) on or through the Services or otherwise to us.

If you send or disclose any sensitive Personal Information to us, you consent to our processing and use of such sensitive Personal Information in accordance with this Privacy Notice. If you do not consent to our processing and use of such sensitive Personal Information, you must not submit such content to our Services.

5. DISCLOSING YOUR INFORMATION

We disclose non-Personal Information to third parties at our discretion. We do not sell or share Personal Information as such terms are defined under the CCPA or CPRA (defined below). In connection with our Services, we may disclose your Personal Information to certain third parties who we engage to help us run our business and perform the Services, including under the following circumstances:

- Software and service providers we use to manage and process your information, for example, hosting providers.
- Affiliates, subsidiaries, and customers.
- Payment processors. When using OPUS, we may enable you to pay for purchases of products through our third party service provider, Balance Payments, Inc. (“Balance”) or such other third party service provider selected by us from time to time (“Third Party Payment Processor”). Your submission of credit card data or other payment information through OPUS using Balance or such Third Party Payment Processor shall be subject to the Balance End User Agreement or such Third Party Payment Processor User Agreement and any terms set forth in the Balance End User Agreement or such Third Party Payment Processor User Agreement including the [Balance Privacy Policy](#) or any privacy policy of any other Third Party Payment Processor.
- Data vaults. We may use third-party data privacy vault services providers for data encryption and tokenization, including credit card data and related information.
- Google Analytics, a service provided by Google, Inc., to gather information about how you and other users engage with our Services. For more information about Google Analytics, please visit www.google.com/policies/privacy/partners.
- Marketing and email service providers we use to communicate with you.
- Business partners and suppliers who provide a product or service in partnership or collaboration with us.
- Other third parties that you expressly request us to disclose your Personal Information to.

Additionally, we will disclose your Personal Information to third parties where required by law, where it is necessary in connection with our Services or products, or where we have another legitimate interest in doing so such as where necessary to protect our rights, privacy, safety or property, and/or that of you, or others, where necessary to detect, prevent, or otherwise address fraud, security, or technical issues.

If we are subject to a merger or acquisition with/by another company, we may disclose information to them in connection with the transaction.

6. YOUR RIGHTS AND CHOICES REGARDING YOUR INFORMATION;

Marketing Preferences. You can opt out from receiving future marketing communications from us at any time by using the unsubscribe function in the email you receive from us, or contacting us as set forth under “*How to Contact Us*” above. Please allow sufficient time for your preferences to be processed. Even if you opt out of receiving marketing messages, we may still contact you for transactional purposes like confirming or following up on an order or service request, asking you to review a product or service you have ordered, or notifying you of product recalls. If you later opt back into getting marketing communications from us, we will remove your information from our opt-out databases.

As noted above in “*The Information We Collect About You*,” you can choose whether to accept cookies by changing the settings on your browser or device. However, if you choose to disable cookies, your experience with our Services may be impaired and some features may not work as they were intended.

Additionally, *Do Not Track* is a preference you can set in your web browser to inform websites that you do not want to be tracked. You can enable or disable *Do Not Track* by visiting the preferences or settings page of your web browser. However, these features are not yet uniform, so we do not currently respond to such features or signals. Therefore, if you select or turn on a “do not track” feature in your web browser, we and our third party providers may continue collecting information about your online activities as described in this Privacy Notice.

You have the choice to limit the data that you provide to third party services (e.g., social media platforms) and that is subsequently disclosed to us, where such data is collected through the options provided to you by the applicable third party service (for example, the options provided by a third party social media platform when you connect your social media account with our Services). You can also disconnect your use of our Services from the third party service at any time using the options provided to you by the applicable third party service. Please note, however, that if you disconnect from the third party service, that will not delete the data we may have previously collected while you were connected.

Pursuant to the California Consumer Privacy Act (“CCPA”) as amended by the California Privacy Rights Act of 2020 (“CPRA”), the Virginia Consumer Data Protection Act, and the Colorado Privacy Act, collectively referred to herein as “Consumer Privacy Laws”, we are required to provide additional information to residents of certain states concerning our collection, use, and disclosure of Personal Information.

OMNIA does not “sell” or make available Personal Information for cross-context behavioral advertising (which is called “sharing” under the CCPA as amended by the CPRA and which practice will be referred to as “sharing” for the purposes of this Privacy Notice) within the meaning of Consumer Privacy Laws. In some cases, we may customize messages to you based on information that we have about you. We do not, however, sell or use Personal Information about you for targeted advertising on third party websites.

OMNIA does not collect, process, sell, or share Sensitive Personal Information for individuals using our Services. “Sensitive Personal Information” is Personal Information that reveals:

- Social security number, driver’s license, state identification card or passport number;
- Account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account;

- Your precise geolocation;
- Your racial or ethnic origin, religious or philosophical beliefs, or union membership; and
- The contents of your mail, email, or text messages, unless the business is the intended recipient of the communication.

Depending on where you live, you may have certain rights (“Consumer Rights”) with respect to Personal Information that we have collected and used under certain circumstances, which may include the following:*

- The **right to request the following information** regarding our use of your Personal Information:
 - The categories of your Personal Information that we have collected
 - The purposes for which we have collected or used such Personal Information
 - The categories of sources for the Personal Information we have collected about you
 - The categories of third parties with whom we have disclosed your Personal Information
 - If we have disclosed your Personal Information for a business purpose, a list identifying the Personal Information categories that each category of recipient obtained
 - If we have sold or shared your Personal Information, a list identifying the Personal Information categories that each category of recipient purchased
- The **right to receive** a copy of your Personal Information that we have collected in the past 12 months.
- The **right to request correction** of any inaccuracies in your Personal Information. We will use commercially reasonable efforts to correct the identified inaccurate information upon receiving a verifiable request.
- The **right to request us to erase** your Personal Information when we no longer need such data in connection with our Services (subject to certain exceptions that may apply under applicable law).
- The **right to opt out of sale or sharing** of your Personal Information. We do not sell or share your Personal Information as defined by Consumer Privacy Laws or as otherwise defined herein. For clarity, however, we do disclose your Personal Information to suppliers for business purposes as part of providing the Services to you.
- The **right to appeal** our decision concerning your Consumer Request. If we deny your Consumer Request or otherwise refuse to take action on your Consumer Request, you have a right to appeal our decision.
- The **right to non-discrimination**. If you choose to exercise your privacy rights under Consumer Privacy Laws we will not charge you different prices or provide different quality of services unless those differences are related to your Personal Information or otherwise permitted by law.

California Shine the Light Law

If you reside in California, you have the right to ask us one time each year if we have shared Personal Information with third parties for their direct marketing purposes and the identities of any such third parties (“Shine the Light Request”). Only California residents can make a Shine the Light Request. A California

resident is a person who currently lives in California, or is domiciled in California but is outside of the state for a temporary or transitory purpose. To make a Shine the Light Request, please send us an email, or write to us at the address listed below in “Contact Us”. Indicate in your communication that you are a California resident specifically making a “Shine the Light” inquiry.

** These rights are not absolute, and in certain cases we may decline your request as permitted by law. If you are a resident of a jurisdiction where one or more of these rights are granted to you under applicable law, and you wish to exercise any such rights listed above, please contact us by either:*

- Email: info@omniapartners.com
- Web: [Consumer Rights Request](#)
- Phone: 866-875-3299

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your Personal Information. Please understand that we are required to verify your request and may require you to provide some information to enable us to carry out such verification. Which information is required may depend on the type and sensitivity of information subject to the consumer request. We cannot respond to your request or provide you with Personal Information if we cannot verify your identity or authority to make the request and confirm the Personal Information relates to you. We will deny requests from agents that do not submit proof of legal authorization to act on your behalf. To verify that an agent has legal authority to act for you, we may require a copy of a power of attorney or require that you provide the agent with written permission and verify your own identity with us.

Making a verifiable consumer request does not require you to create an account with us. We will only use Personal Information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

7. HOW WE SAFEGUARD YOUR INFORMATION

The security of your data is important to us but remember that no method of transmission over the Internet or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security. Any transmission of Personal Information is at your own risk. By using our Services, you acknowledge and accept these risks. As a result, we cannot guarantee or warrant the security of any information you disclose or transmit to us or that are otherwise provided to us and we cannot be responsible for the theft, destruction, or inadvertent disclosure of information. It is your responsibility to safeguard any passwords, ID numbers, or other special access features associated with your use of the Services.

8. ACKNOWLEDGMENT

To the extent that you provide or transmit any information, including, but not limited to, any Personal Information and any information that identifies any other individual (including without limitation name, email address and/or telephone number), to us, our affiliate or our third party vendors, suppliers, or partners (“Representatives”) through the Services, you warrant that (a) you are providing or obtaining only your own information or the information of others

which you are authorized to provide to third parties and/or obtain from third parties on their behalf; and (b) the use of such information by us and its Representatives will not infringe upon or misappropriate the intellectual property rights or otherwise violate the rights of any third parties.

9. HOW LONG WE STORE YOUR INFORMATION

We may store your Personal Information as long as you use our Services to provide you with such Services and for legitimate business purposes. We will retain and use your Personal Information to the extent necessary to comply with our legal, accounting, or reporting obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes and enforce our legal agreements and policies. Additionally, we may continue to store your Personal Information contained in our standard back-ups.

We also will retain Usage Information for internal analysis purposes. Usage Information is generally retained for a shorter period of time, except when Usage Information is used to strengthen the security or to improve the functionality of our Services or products, or we are legally obligated to retain Usage Information for longer periods.

10. LINKS TO OTHER SITES

Our Services may provide links to third party websites that we do not control. When using OPUS, we may enable you to pay for purchases of products through our third party service provider, Balance or a Third Party Payment Processor. Your submission of credit card data or other payment information through OPUS using Balance or a Third Party Payment Processor shall be subject to the Balance End User Agreement (or such Third Party Payment Processor User Agreement) and any terms set forth in the Balance End User Agreement (or such Third Party Payment Processor User Agreement) including the [Balance Privacy Policy](#) or any privacy policy of any other Third Party Payment Processor. We are not responsible for third parties' privacy practices, actions, content, or security of third party websites. If you click on one of these links, please understand that you are leaving our Service and any information you provide will not be covered by this Privacy Notice. Please read that website's privacy policy before providing any information.

11. CHILDREN

Our Services are not created for anyone under the age of 13 ("Children" or "Child"). By using the Services, you represent that you are at least 13 years old. If you do not meet this age requirement, then you must not access or use our Services.

We do not knowingly collect personally identifiable information from anyone under the age of 14, and we do not target the Services to children under the age of 13. If you are a parent or guardian and you are aware that your Child has provided us with Personal Information, please contact us through one of the methods listed under "***How to Contact Us***", above. If we become aware that we have collected Personal Information from Children without verification of parental consent, we take reasonable steps to remove that information from our servers.

For more information about the Children's Online Privacy Protection Act ("COPPA"), which applies to websites that direct their services to children under the age of thirteen (13), please visit the Federal Trade Commission's website <https://www.ftc.gov/tips-advice/business-center/guidance/complying-coppa-frequently-asked-questions>.

12. SPECIAL NOTICE TO NON-U.S. USERS REGARDING DATA TRANSFERS

This website is intended for use by residents of the United States only. If you are located outside the United States and are using our Services, you should be aware that your Personal Information will be transferred to the U.S., the laws of which may be deemed by your country to have inadequate data protection. If you are located in a country outside the U.S. and submit Personal Information to us, you consent to the general use and disclosure of such information as provided in this Privacy Notice and to the transfer and/or storage of that information to the U.S.

13. GOVERNING LAW AND JURISDICTION

This Privacy Notice, your use of Our Services and this website, and the use of our information shall be construed, governed, and enforced under the laws of the State of Tennessee (without regard to rules governing conflicts of laws provisions). You agree that venue for all actions, arising out of or relating in any way to your use of our Services, shall be in federal or state court of competent jurisdiction located in Williamson County, TN, within one (1) year after the claim arises. Each party waives any objections based on forum non conveniens and waives any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above.



TERMS OF USE

The terms, conditions, policies, and notices contained in these Terms of Use (these “Terms”) apply to the website located at www.omniapartners.com (the “Site”), which is operated by OMNIA Partners, LLC (“OMNIA Partners”). Any reference to “we”, “us”, or “our” in these Terms shall refer to OMNIA Partners. Please read these Terms carefully before using the Site.

BY ACCESSING OR USING THE SITE IN ANY WAY, INCLUDING WITHOUT LIMITATION, BROWSING THE SITE, USING ANY INFORMATION AND/OR SUBMITTING ANY CONTENT OR PERSONAL INFORMATION VIA THE SITE, YOU CONSENT TO THE COLLECTION, USE AND DISCLOSURE OF INFORMATION THAT YOU SUBMIT TO THIS SITE IN ACCORDANCE WITH THE PRIVACY NOTICE SET FORTH AT WWW.OMNIAPARTNERS.COM/PRIVACYNOTICE WHICH IS HEREBY INCORPORATED INTO AND MADE PART OF THESE TERMS BY REFERENCE. ADDITIONALLY, YOU AGREE TO AND ARE BOUND BY THESE TERMS INCLUDING DISCLAIMERS OF WARRANTIES, DAMAGE, AND REMEDY EXCLUSIONS AND LIMITATIONS, AND A CHOICE OF TENNESSEE LAW. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT USE THE SITE.

WE MAY MODIFY THESE TERMS AT ANY TIME, IN OUR DISCRETION, AND MODIFICATIONS ARE EFFECTIVE UPON BEING POSTED ON THE SITE. YOU ARE RESPONSIBLE FOR REVIEWING THESE TERMS TO ENSURE THAT YOU ARE AWARE OF ANY CHANGES TO IT BECAUSE YOUR CONTINUED USE OF THE SITE WILL MEAN THAT YOU ACCEPT SUCH CHANGES.

(1) SITE CONTENT AND INTELLECTUAL PROPERTY RIGHTS

- (a) Except as otherwise provided by a third party, all content on the Site is © 2018 OMNIA Partners and/or its licensors. The Site contains copyrighted material, trademarks, service marks, trade dress, and other proprietary content, including but not limited to, text, software, applications, sound, photographs, buttons, images, logos, video, and graphics (the “Content”), and the entire selection, coordination, arrangement and “look and feel” of the Site and the Content are copyrighted as a collective work under copyright laws (collectively, “Intellectual Property Rights”).
- (b) Neither these Terms nor your use of the Site transfers any right, title or interest in the Site, Content, or Intellectual Property Rights to you. We and our third-party licensors retain all of our and their respective right, title, and interest to the Site, Content, and Intellectual Property Rights. Any rights not expressly granted are reserved.
- (c) Except as expressly provided in these Terms or otherwise expressly authorized in writing by OMNIA Partners, you may not use, modify, republish, frame, print, display, perform, reproduce, license, transfer, sell, assign, post, transmit, distribute, reverse engineer, create derivative works from, or otherwise exploit any Content or information from the Site, in whole or in part, without our express prior written permission.
- (d) Without limiting this Section 1, you acknowledge that all trademarks, logos and service marks displayed on this site are registered and unregistered trademarks of OMNIA Partners, its licensors or content providers, or other third parties. All of these trademarks, logos and service marks are the property of their respective owners. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license to use any trademark, logo or service mark displayed on the Site without the owner’s prior written

except as otherwise described herein. No trademark or service marks of OMNIA Partners or any other party may be used as a domain name without prior written permission.

- (e) Certain materials on the Site may be furnished by third parties. Certain products, services, or company designations for companies other than us may be mentioned in the Site for identification purposes only, including through Linked Sites (as defined in Section 5). Third- party trademarks, trade names, logos, or product or services names contained on the Site are the trademarks, registered or unregistered, of their respective owners.
- (f) Nothing contained in these Terms shall be construed as conferring any other license or right, express or implied, under any of our intellectual property rights or under any third party's intellectual property rights. Any rights not expressly granted herein are reserved.

(2) USER CONDUCT

By using the Site, you agree that you shall not:

- (a) use any robot, spider, or other automatic or manual device or process for the purpose of "scraping", "crawling", harvesting, or compiling information on the Site for purposes other than for a generally available search engine;
- (b) delete, modify, hack, or attempt to change or alter any of the Content on the Site;
- (c) attempt to access accounts, computer systems, or networks connected to any of our servers or to the Site, through hacking, password mining, or any other means, or obtain or attempt to obtain any materials or information through any means not intentionally or readily made available through the Site;
- (d) use any device, software, or routine intended to damage or otherwise interfere with the proper functioning of the Site or servers or networks connected to the Site, or take any other action that interferes with other parties' use of the Site;
- (e) use any of OMNIA Partners' names, service marks, logos, trademarks or other Intellectual Property Rights without our prior written consent, including without limitation as metatags, search engine keywords, or hidden text;
- (f) use any material or information, including images or photographs, which are made available through the Site in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
- (g) upload files that contain viruses, Trojan horses, worms, time bombs, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another; or
- (h) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of any third party.

(3) PERMISSIBLE USE

Except as indicated to the contrary elsewhere on the Site or these Terms, you may view, copy, retransmit, and print the Content available on the Site subject to the following conditions:

- (a) you may use the Content only for personal, informational, or non-commercial purposes;
- (b) you may not provide, sell, license, or lease the Content for any fee or other consideration;
- (c) you must ensure all copyright, trademark, and other proprietary rights notices included in the Content as presented on the Site appear on all copies;
- (d) you may not modify or alter the Content in any way; and
- (e) you may not use any graphics separately from accompanying text.

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(6) MODIFICATIONS TO TERMS

We may change, modify, add, and/or delete all or portions of these Terms from time to time by posting updated Terms on the Site, which shall apply to your use of the Site after such modifications have been posted. Please review these Terms periodically for any updates or changes. Your continued use of the Site following the posting of any updates or changes to these Terms constitutes your acceptance of such updates and changes. If you object to any provision of these Terms or any subsequent modifications to these Terms, your only recourse is to terminate your use of the Site immediately.

(7) PERFORMANCE/TERMINATION/MODIFICATIONS OF SITE

You acknowledge that the Site may not be continuously available due to maintenance or repairs or due to computer problems or crashes, disruption in Internet service, or other unforeseen circumstances. Further, a reference to a product or service on the Site does not imply that the product or service is or will be available in your location. We reserve the right to modify or terminate your access to the Site or portions of the Site, at any time, temporarily or permanently, with or without notice to you, for any reason, and are not obligated to support or update the Site. These Terms shall survive any termination. We also may impose limits on certain features and services, restrict your access to parts or the entire Site, or charge fees for access to portions of the Site without notice or liability. You acknowledge and agree that we will not be liable to you or any third party in the event that we exercise our right to modify or terminate access to the Site or portions of the Site.

(8) TYPOGRAPHICAL ERRORS; OMISSIONS AND INACCURACIES

Our goal is to provide complete, accurate, and up-to-date information on the Site. Unfortunately, it is not possible to ensure that any website is completely free of human or technological errors. The Site may contain typographical mistakes, inaccuracies, or omissions, and some information may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice.

(9) COPYRIGHT INFRINGEMENT

In accordance with the US Federal Digital Millennium Copyright Act (“DMCA”), we have designated an agent to receive notifications of alleged copyright infringement associated with the Site. We will, upon receiving proper notice as set forth below, use commercially reasonable efforts to investigate notices of copyright infringement and take appropriate action. If you believe that your copyrighted work or the copyrighted work of another party is being infringed, please notify us at info@omniapartners.com. When notifying us of the alleged copyright infringement please provide us with the following information:

- (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest that is claimed to have been infringed;
- (b) identification of the copyrighted work alleged to have been infringed;
- (c) a description of the material that is claimed to be infringing and information sufficient to locate the material on the Site;
- (d) information sufficient to contact the complaining party, such as a physical address, telephone number, and, if available, an electronic mail address;
- (e) a statement that the complaining party has a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on the copyright owner’s behalf.

If we in good faith believe material to infringe a copyright or otherwise violate any intellectual property rights, we will remove or disable access to such material.

(10) DISCLAIMER

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SITE AND ALL CONTENT AND INFORMATION PROVIDED ON OR THROUGH THE SITE, ARE PROVIDED ON AN “AS IS, WHERE IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. WE AND OUR SUPPLIERS, PARTNERS, AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY, AND ACCURACY, AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. WE SPECIFICALLY DISCLAIM ANY AND ALL LIABILITY OR LOSS ARISING OUT OF ANY ACTION TAKEN IN RELIANCE ON THE SITE AND/OR ANY CONTENT, LINKED SITES, INFORMATION, TOOLS, APPLICATIONS, PRODUCTS, AND SERVICES PROVIDED ON OR THROUGH THE SITE. WE MAKE NO WARRANTY, AND EXPRESSLY DISCLAIM ANY OBLIGATION, THAT: (A) THE SITE WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (B) THE CONTENT WILL BE UP-TO-DATE, COMPLETE, COMPREHENSIVE, OR ACCURATE; (C) ANY PARTICULAR RESULTS MAY BE OBTAINED FROM THE USE OF THE SITE; (D) THE QUALITY OF ANY CONTENT, PRODUCTS, SERVICES, TOOLS, APPLICATIONS, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS; OR (E) DEFECTS, IF ANY, WILL BE CORRECTED.

NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED THROUGH THE SITE WILL CREATE ANY WARRANTY OR COVENANT NOT EXPRESSLY MADE IN THESE TERMS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO AND MAKES NO REPRESENTATIONS REGARDING THE SEQUENCE, ACCURACY, OR COMPLETENESS OF ANY AGREEMENT OR CONTRACT, INFORMATION, STATE STATUTES, OR OTHER DATA DISPLAYED ON OR THROUGH THE SITE.

IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SITE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

The Site is designated and provided for informational purposes only. Nothing on the Site constitutes legal advice or recommendations or endorses any products, services, companies, suppliers, or information for any particular circumstances. You expressly acknowledge and agree that we are not responsible for and shall not be liable for, and hereby release us from any and all claims, actions, damages, costs or expenses incurred in connection with your use of the Site.

(11) LIMITATION OF LIABILITY

IN NO EVENT SHALL WE OR OUR SUPPLIERS, PARTNERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, INCREASED, OR CONSEQUENTIAL DAMAGES INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), ARISING FROM YOUR ACCESS TO, OR INABILITY TO ACCESS OR USE THE SITE OR ANY CONTENT, INTELLECTUAL PROPERTY, APPLICATIONS, TOOLS, PRODUCTS, INFORMATION, OR SERVICES PROVIDED IN CONNECTION WITH THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR LIABILITY FOR ANY TYPE OF DAMAGES SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00 USD). SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OR EXCLUSIONS OF LIABILITY IN SOME CIRCUMSTANCES. CONSEQUENTLY, SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

(12) LIMITATION ON ACTIONS

You agree that any dispute arising out of these Terms or your use of the Site must be filed within one (1) year after the claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary. Within this period, any failure by us to enforce or exercise any provision of these Terms or related right shall not constitute a waiver of that right or provision.

(13) ACKNOWLEDGEMENT

You acknowledge (a) that you have read and understood these Terms and (b) that these Terms have the same force and effect as a signed agreement.

(14) DISPUTE RESOLUTION; GOVERNING LAW

These Terms will be governed by and construed in accordance with the laws of the State of Tennessee without regard to its choice-of-law provisions. In the event of any conflict between foreign laws, rules, and regulations and those of the United States, the laws, rules and regulations of the United States will govern. You agree that venue for all actions, arising out of or relating in any way to your use of the Site or our Content, shall be in federal or state court of competent jurisdiction located in Williamson County, Tennessee.

Each party waives any objections based on forum non conveniens and waives any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above.

(15) GENERAL

If any provision in these Terms is found by a court or arbitrator to be invalid, the parties agree that the court or arbitrator should give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect. Our failure to act with respect to a breach by any visitor using the Site does not constitute a waiver of its right to act with respect to subsequent or similar breaches. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without OMNIA Partners' prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. OMNIA Partners may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon permitted assignees. These Terms of Use as posted from time to time on the Site, and any modifications to the foregoing, constitute the entire agreement between the parties with regard to the subject matter in these Terms and supersede all prior understandings and agreements, whether written or oral, as to the subject matter.

Last updated and effective: February 1, 2024

Resolution # 2024-28

A RESOLUTION TO AUTHORIZE COOPERATIVE PURCHASING AGREEMENTS FOR THE USE AND BENEFIT OF ALL TOWN DEPARTMENTS

- WHEREAS,** T.C.A. §12-3-1205 allows for master cooperative purchasing agreements upon the approval and consent of the local legislative body; and
- WHEREAS,** cooperative purchasing agreements allow local government to purchase goods and services from other local, state, and national cooperative purchasing alliances that were competitively bid under the same circumstances required by law by the purchasing entity; and
- WHEREAS,** these master cooperative agreements reduce time and personnel resources needed to competitively bid goods and services at the local level, but still allow local governments to take advantage of the lowest and best pricing available for the needed goods and services; and
- WHEREAS,** Tennessee state law was recently amended at the request of the Tennessee Association of Public Purchasing for all Tennessee counties to take advantage of cooperative purchasing agreements in effect throughout our state and nation; and
- WHEREAS,** T.C.A. §12-3-1205(b), states as follows:
- (1) Notwithstanding any other law to the contrary, any municipality, county, utility district, or other local government of the state may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one (1) or more other governmental entities outside this state, to the extent the laws of the other state permit the joint exercise of purchasing authority, or with an agency of the United States, to the extent federal law permits the joint exercise of purchasing authority, in accordance with an agreement entered into between or among the participants; provided, such goods, supplies, services, or equipment were procured in a manner that constitutes competitive bidding and were advertised, evaluated, and awarded by a governmental entity and made available for use by other governmental entities.
 - (2) A municipality, county, utility district, or other local government of the state may participate in a master agreement by adopting a resolution accepting the terms of the master agreement. If a participant in a joint or multi-party agreement is required to advertise and receive bids, then it will be deemed sufficient for those purposes that the purchasing entity or the entity that procured the bid complied with its own purchasing requirements. The participant shall acquire and maintain documentation that the purchasing entity or entities that procured the bid complied with its own purchasing requirements.
- WHEREAS,** the Town of Ashland City desires to take advantage of the newly created law and reduce the taxpayer burden for duplication of services while still taking advantage of the lowest and best pricing under the master cooperative agreements that have been competitively bid under the same circumstances required by law by the purchasing entity.

NOW THEREFORE BE IT RESOLVED by the Council of the Town of Ashland City that the Town agrees to the terms of the newly created law and authorizes use of the following master cooperative purchasing agreement:

(1) OMNIA Partners

BE IT FURTHER RESOLVED that the established list of authorized cooperative purchasing agreements may be amended at any time by the Town of Ashland City Council.

ADOPTED by the Mayor and Council this the 19th day of November, 2024

Approved:

Attest:

Mayor Gerald Greer

City Recorder Mary Molepske