

**MINUTES**  
**CHEATHAM COUNTY LEGISLATIVE BODY**  
**REGULAR SESSION**  
**January 27, 2025**

BE IT THEREFORE REMEMBERED, That the Cheatham County Legislative Body met in the General Sessions Courtroom, Ashland City, Tennessee, on January 27, 2025 in Regular Session. Chairman Mr. Tim Williamson and County Clerk Ms. Abby Short presided. County Mayor Mr. Kerry McCarver and County Attorney Mr. Michael Bligh attended.

**COUNTY COMMISSIONERS**

DAVID ANDERSON	BILL POWERS
CALTON BLACKER	WALTER WEAKLEY
RANDY NOE	DIANA PIKE LOVELL
TIM WILLIAMSON	EUGENE O. EVANS, SR.
CHRIS GILMORE	JAMES HEDGEPATH
B.J. HUDSPETH	MIKE BREEDLOVE

PUBLIC FORUM: Chairman Mr. Tim Williamson opened Public Forum at 6:01 P.M.

Nanette Malher, 4<sup>th</sup> District, spoke in opposition of the proposed TVA plant.

Tracy Oliver, 2<sup>nd</sup> District, spoke in opposition of the proposed TVA plant.

Steve Denny, 2<sup>nd</sup> District, spoke in opposition of the proposed TVA plant.

Larry Cohoon, 2<sup>nd</sup> District, spoke in opposition of the proposed TVA plant.

Tim Barnes, 4<sup>th</sup> District, spoke in opposition of the proposed TVA plant.

Tracy O'Neill, 4<sup>th</sup> District, spoke in opposition of the proposed TVA plant.

Public Forum closed at 6:16 P.M

THE MEETING WAS CALLED TO ORDER by Sheriff Mr. Tim Binkley at 6:16 P.M

Invocation was offered by Mr. David Anderson.

County Clerk Ms. Abby Short called the roll. There being Ten Commissioners present, Chairman, Mr. Tim Williamson declared a Quorum. See Resolution 1.

David Anderson	Present	Bill Powers	Present
Calton Blacker	Present	Walter Weakley	Present
Randy Noe	Present	Diana Pike Lovell	Present
Tim Williamson	Present	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Present	James Hedgepath	Present
B.J. Hudspeth	Present	Mike Breedlove	Absent

Motion was made by Mr. B.J. Hudspeth, seconded by Mr. Chris Gilmore to approve the January 27, 2025 Legislative Body Meeting Agenda as amended by:

1. *Adding additional funds to install the live stream equipment under New Business.*
2. *Removing item 3 under County Mayor*

Motion approved by voice vote 2 Absent. See Resolution 2.

Motion was made by Mr. Bill Powers, seconded by Ms. Diana Lovell to approve the Minutes from the December 16, 2024 Regular Session Legislative Body Meeting.

Motion approved by voice vote 2 Absent. See Resolution 3.

#### UNFINISHED BUSINESS

County Mayor, Mr. Kerry McCarver presented a Special Recognition to Ms. Hannah Smith and Ms. Paisley Godfrey.

County Mayor, Mr. Kerry McCarver presented a Special Recognition to Ms. Julie Hibbs.

County Mayor, Mr. Kerry McCarver presented a Special Recognition to Lt. Shanon Heflin and Agent Paul Ivey.

County Mayor, Mr. Kerry McCarver presented Certificates of Recognition to Ms. Savannah Williams and Ms. Norma Binkley.

County Mayor, Mr. Kerry McCarver presented a Plaque in Recognition and Appreciation to Loretta, the Cheatham County Drug K9.

#### NEW BUSINESS

BUILDING DEPARTMENT: MR. FRANKLIN WILKINSON: Building Department report was included in the packet.

Motion was made by Mr. Walter Weakley, seconded by Mr. Randy Noe to approve additional funds in the amount of \$1,980.00 for installation of the live streaming equipment in the Courtroom.

Motion approved by roll call vote 10 Yes 0 No 2 Absent. See Resolution 4.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Absent

DIRECTOR OF ACCOUNTS- MS. SANDRINE BATTS: Budget Committee recommended, motion was made by Ms. Diana Lovell, seconded by Mr. Chris Gilmore to approve the following Budget Amendments to the County General Fund:

***Budget Amendments – County General***

<i>Ambulance/Emergency Services</i>	<i>\$ 6,000.00</i>
<i>County Clerk's Office</i>	<i>\$ 27,200.00</i>
<i>Special Patrols/Jail</i>	<i>\$ 41,267.00</i>
<i>Special Patrols/Jail</i>	<i>\$ 8,842.00</i>
<i>County Mayor</i>	<i>\$ 24,000.00</i>
<i>Property Assessor's Office</i>	<i>\$ 3,258.20</i>
<i>Ambulance/Emergency Medical Services</i>	<i>\$246,000.00</i>

*Budget Vote (1/21/2025): 5 Yes 0 No 0 Absent*  
*Funding Source: Various*

Motion was made by Mr. Randy Noe, seconded by Mr. Walter Weakley to amend the Budget Amendments to the County General Fund by voting on Ambulance/Emergency Medical Services in the amount of \$246,000.00 separately.

Motion approved by roll call vote 7 Yes 3 No 2 Absent. See Resolution 5.

David Anderson	Yes	Bill Powers	No
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	No	James Hedgepath	Yes
B.J. Hudspeth	No	Mike Breedlove	Absent

Motion was made by Ms. Diana Lovell, seconded by Mr. Chris Gilmore to approve the following Budget Amendments to the County General Fund as amended:

***Budget Amendments – County General***

<i>Ambulance/Emergency Services</i>	\$ 6,000.00
<i>County Clerk's Office</i>	\$ 27,200.00
<i>Special Patrols/Jail</i>	\$ 41,267.00
<i>Special Patrols/Jail</i>	\$ 8,842.00
<i>County Mayor</i>	\$ 24,000.00
<i>Property Assessor's Office</i>	\$ 3,258.20

Motion approved by roll call vote 9 Yes 1 No 2 Absent. See Resolution 6.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	James Hedgepath	No
B.J. Hudspeth	Yes	Mike Breedlove	Absent

Motion was made by Ms. Diana Lovell, seconded by Mr. Bill Powers to approve the following Budget Amendment to the County General Fund:

***Budget Amendment – County General***

<i>Ambulance/Emergency Medical Services</i>	\$246,000.00
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Mr. B.J. Hudspeth explained the need for this amendment.

After discussion, motion approved by roll call vote 7 Yes 3 No 2 Absent. See Resolution 7.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	No
Randy Noe	No	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	James Hedgepath	No
B.J. Hudspeth	Yes	Mike Breedlove	Absent

Budget Committee recommended, motion was made by Mr. David Anderson, seconded by Mr. Chris Gilmore to approve the following Budget Amendments to the General Capital Projects Fund:

***Budget Amendments – General Capital Projects***

<i>General Administration Projects</i>	\$36,710.55
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*Budget Vote (1/21/2025): 5 Yes 0 No 0 Absent*  
*Funding Source: Unused Budgeted Funds*



Motion approved by roll call vote 10 Yes 2 No 0 Absent. See Resolution 8.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Absent

Budget Committee recommended, motion was made by Mr. David Anderson, seconded by Ms. Diana Lovell to approve the following Budget Amendments to the General Debt Service Fund:

***Budget Amendments – General Debt Service***

*General Government* \$750.00

*Budget Vote (1/21/2025): 5 Yes 0 No 0 Absent*

*Funding Source: Excess Revenue Collected*

Motion approved by roll call vote 10 Yes 0 No 2 Absent. See Resolution 9.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Absent

Budget Committee recommended, motion was made by Ms. Diana Lovell, seconded by Mr. Bill Powers to approve the following Budget Amendments to the County General and Other Capital Projects – Jail Fund:

***Budget Amendments – County General and Other Capital Projects – Jail***

*From Jail Workhouse Litigation Reserve* \$ 34,566.80

*To Other Capital Projects Jail Fund* \$ 34,566.80

*Budget Vote (1/21/2025): 5 Yes 0 No 0 Absent*

*Funding Source: Jail Workhouse Litigation Reserve*

Motion approved by roll call vote 10 Yes 0 No 2 Absent. See Resolution 10.

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Absent

COUNTY MAYOR- MR. KERRY MCCARVER: County Mayor, Mr. Kerry McCarver presented, motion was made by Mr. David Anderson, seconded by Mr. Calton Blacker to approve the following:

- A) *Mayor's signature on Memorandum of Agreement between Cheatham County and Emergency Medical Service Department and Vanderbilt University Medical Center*
- B) *Mayor's reappointment of Ed Cole to Cheatham County Rail Authority 1/31/2025 to 1/31/2029*
- C) *Mayor's signature on Hiscall phone system contract for Cheatham County Health Department*

Motion approved by voice vote 2 Absent. See Resolution 11.

#### OTHER COUNTY OFFICIALS

COUNTY CLERK – MS. ABBY SHORT: Sheriff's Policy and Procedure manual is on file in the Clerk's office. Emergency Communications District Official Statutory Bonds are on file in the Clerk's office.

COUNTY TRUSTEE – MS. CINDY PERRY: Trustee's monthly reports were included in the packet.

ROAD SUPERINTENDENT – MR. ROBERT BINKLEY: Changes to the 2024 Road List were included in the packet. 2025 Road List was included in the packet.

SHERIFF – MR. TIM BINKLEY: Sheriff's report was included in the packet.

SCHOOL BOARD – DR. CATHY BECK: Dr. Cathy Beck announced the State of the District Breakfast will be held Tuesday, January 28, 2025 at 9:00 a.m. at Cheatham County Middle School. Dr. Cathy Beck invited everyone to the School Board Retreat on Saturday, February 1, 2025. Dr. Cathy Beck announced the current week, January 26, 2025 - February 1, 2025, is School Board Appreciation week.

#### COUNTY SERVICES

UT EXTENSION – MS. SIERRA KNAUSS: UT Extension Highlights were included in the packet.

VETERANS SERVICE – MS. ANGELA HUNT: Ms. Angela Hunt stated they are training this week and everything is going great.

ECONOMIC AND COMMUNITY DEVELOPMENT – MS. GINA ANZALDUA: Administrative Assistant, Ms. Josie Bumpus stated there are 2 people interested in Janet Knight's property. Ms. Josie Bumpus stated Mike Saed is working on an energy-efficient trucking company near Exit 31. Ms. Josie Bumpus gave an update on the new tourism website and announced they got approved for reimbursement.

CHAMBER OF COMMERCE – MS. KELLY ELLIS: Ms. Kelly Ellis stated they are working diligently on lots of projects. Ms. Kelly Ellis announced the directory is coming out. Ms. Kelly Ellis stated their annual Gala was last Saturday.

### STANDING COMMITTEES

EMERGENCY SERVICES: Mr. B.J. Hudspeth stated he has been working with Marla Rye, Executive Director for Workforce Essentials, for a rural healthcare grant that has been awarded to Cheatham County EMS. Mr. B.J. Hudspeth announced they will be sending 9 employees to Vol State with the grant to obtain their paramedic licenses.

CALENDAR, RULES AND NOMINATING: Calendar, Rules and Nominating recommended, motion was made by Mr. David Anderson, seconded by Ms. Diana Lovell to appoint Allen Kulkin to the Library Board of Trustees for a term beginning 02/01/2025 and ending 06/30/2027.

Motion approved by voice vote 2 Absent. See Resolution 12.

ROAD AND BRIDGE COMMITTEE: Mr. Walter Weakley stated they will meet in March.

Ms. Diana Lovell stated there is a sign up going around for next month's dinner.

Ms. Diana Lovell gave information about the Cheatham County Cares Committee.

Mr. Tim Williamson gave a list of the members in the Cheatham County Cares Committee. Mr. Tim Williamson stated the first meeting will be held February 5, 2025 at 5:30 p.m. in the David McCullough Room.

Motion was made by Ms. Diana Lovell, seconded by Mr. David Anderson to establish the Cheatham County Cares Committee.

Motion approved by voice vote 2 Absent. See Resolution 13.

### CONSENT CALENDAR

Motion was made by Ms. Diana Lovell, seconded by Mr. David Anderson to approve the following consent Agenda:

#### Notaries

*Cindy Beirnes  
Amy Bradford  
David L. Cooper  
Amy A. Harris  
Tracy D. Noe  
Michael Saggio  
Dorris E. Starkey*

*Jessica L. Billeter  
Lana Canada  
Lara Culberson  
Kara J. Krantz  
Krystal A. North  
Dora Leigh Salinas*

*Cynthia A. Bowker  
Ariel Clark  
Kaytlyn N. Dodson  
Peggy Ann Martin  
Larry J. Roberts  
Troy N. Scott*

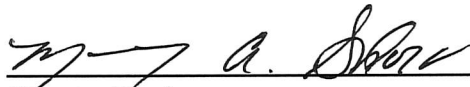
Motion approved by voice vote 2 Absent. See Resolution 14.

## ANNOUNCEMENTS AND STATEMENTS

Mr. Bill Powers stated he emailed Kerry Roberts reiterating the fact that the Cheatham County Commission has voted against the School Voucher Program.

Motion was made by Mr. Walter Weakley, seconded by Mr. Bill Powers to adjourn at 7:37 P.M.

Motion approved by voice vote 2 Absent. See Resolution 15.

  
County Clerk

  
Legislative Body Chairman



RESOLUTION: 1  
RESOLUTION TITLE: Quorum  
DATE: January 27, 2025  
MOTION BY:  
SECONDED BY:  
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 27<sup>th</sup> day of January 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, There being Ten Commissioners present a quorum is declared.

RECORD: Approved by roll call vote 2 Absent

David Anderson	Present	Bill Powers	Present
Calton Blacker	Present	Walter Weakley	Present
Randy Noe	Present	Diana Pike Lovell	Present
Tim Williamson	Present	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Present	James Hedgepath	Present
B.J. Hudspeth	Present	Mike Breedlove	Absent

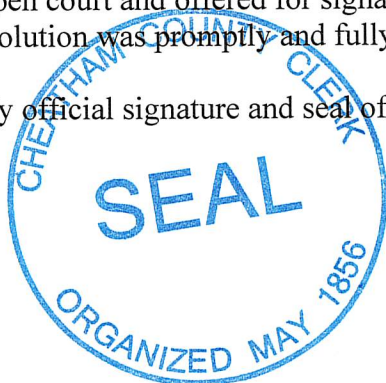
CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 31<sup>st</sup> day of January 2025.



Abby Short, County Clerk

RESOLUTION: 2

RESOLUTION TITLE: To Approve Agenda As Amended

DATE: January 27, 2025

MOTION BY: Mr. B.J. Hudspeth

SECONDED BY: Mr. Chris Gilmore

COMPLETED RESOLUTION:

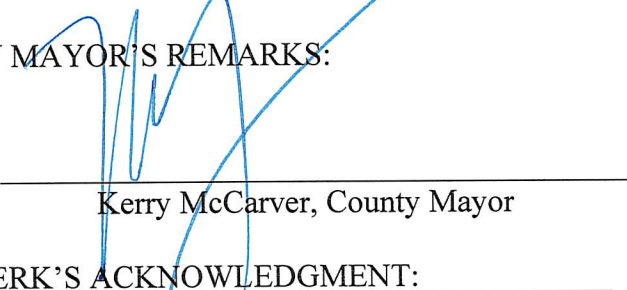
BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 27<sup>th</sup> day of January 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the agenda for the January 27, 2025 Legislative Body meeting is approved as amended by:

1. *Adding additional funding for installation of live stream equipment under New Business.*
2. *Remove Item 3 under County Mayor*

RECORD: Approved by voice vote 2 Absent

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Randy Noe	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr. Absent
Chris Gilmore	James Hedgepath
B.J. Hudspeth	Mike Breedlove Absent

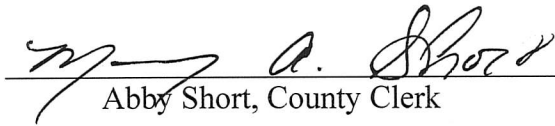
CHEATHAM COUNTY MAYOR'S REMARKS:

  
\_\_\_\_\_  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 31<sup>st</sup> day of January 2025.

  
Abby Short, County Clerk





RESOLUTION: 3

RESOLUTION TITLE: To Approve Minutes

DATE: January 27, 2025

MOTION BY: Mr. Bill Powers

SECONDED BY: Ms. Diana Pike Lovell

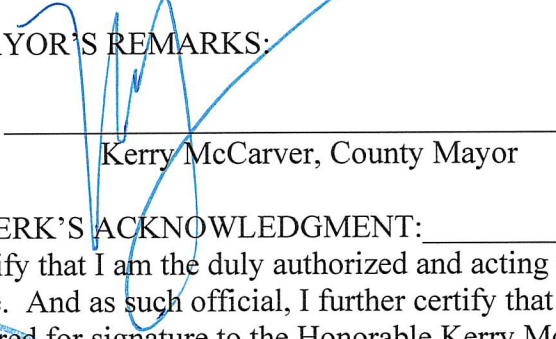
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 27<sup>th</sup> day of January 2025, in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Minutes from the December 16, 2024 Regular Session Legislative Body Meetings are approved.

RECORD: Approved by voice vote 2 Absent

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Randy Noe	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr. Absent
Chris Gilmore	James Hedgepath
B.J. Hudspeth	Mike Breedlove Absent

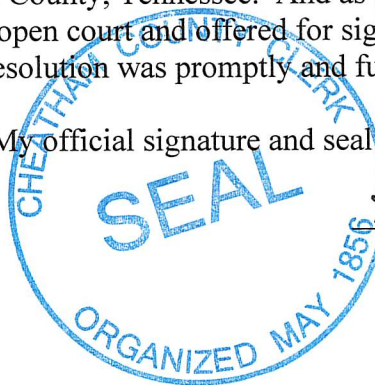
CHEATHAM COUNTY MAYOR'S REMARKS:

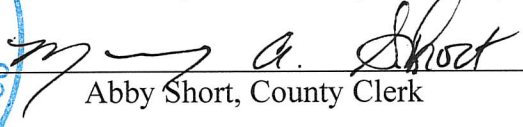
  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection

Witness, My official signature and seal of said county, this 31<sup>st</sup> day of January 2025.



  
Abby Short, County Clerk



RESOLUTION: 4

RESOLUTION TITLE: To Approve Additional Funds For Installation Of Live Stream Equipment In The Courtroom

DATE: January 27, 2025

MOTION BY: Mr. Walter Weakley

SECONDED BY: Mr. Randy Noe

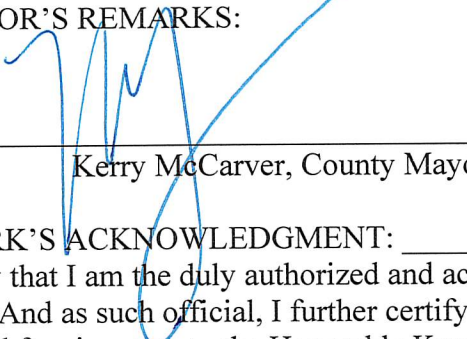
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 27<sup>th</sup> day of January 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to approve additional funds in the amount of \$1,980.00 for installation of the live streaming equipment in the Courtroom.

RECORD: Approved by roll call vote 10 Yes 0 No 2 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Absent


CHEATHAM COUNTY MAYOR'S REMARKS:

  
\_\_\_\_\_  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 31<sup>st</sup> day of January 2025.

  
Abby Short, County Clerk



RESOLUTION: 5

RESOLUTION TITLE: To Amend The Budget Amendments For The County General Fund

DATE: January 27, 2025

MOTION BY: Mr. Randy Noe

SECONDED BY: Mr. Walter Weakley

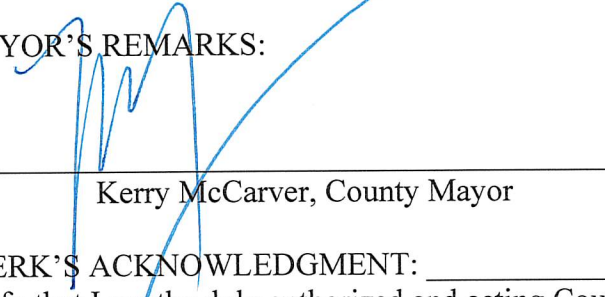
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 27<sup>th</sup> day of January 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to amend the budget amendments for the County General Fund by voting on Ambulance/Emergency Medical Services in the amount of \$246,000.00 separately.

RECORD: Approved by roll call vote 7 Yes 3 No 2 Absent

David Anderson	Yes	Bill Powers	No
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	No	James Hedgepath	Yes
B.J. Hudspeth	No	Mike Breedlove	Absent

CHEATHAM COUNTY MAYOR'S REMARKS:

  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 31<sup>st</sup> day of January 2025.

  
Abby Short, County Clerk



RESOLUTION: 6

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The County General Fund As Amended

DATE: January 27, 2025

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Chris Gilmore

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 27<sup>th</sup> day of January 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the County General Fund As Amended:

**NOTE: The following amendments are to move funds from a reserve for purchases in the new 2024-2025 fiscal year**

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**Ambulance/Emergency Medical Services**

101 – 34730 – 05	Assigned for Public Health and Welfare	\$6,000.00
101 – 55130 – 599 – 01	Other Charges	\$6,000.00

*Transfer reserved funds from the State of Tennessee MCO (Managed Care Organization) Supplements Reserve to purchase new computer equipment needed*

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**County Clerk's Office**

101 – 34515 – 03	Restricted for Finance	\$25,887.45
101 – 34515 – 04	Restricted for Finance	\$1,312.55
101 – 52500 – 719	Office Equipment	\$27,200.00

*Transfer reserved funds from the County Clerk's Title Fee Reserve and Scanning Fee Reserve to purchase a new outdoor vehicle registration renewal kiosk machine*

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**NOTE: Other amendments**

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**Special Patrols/Jail**

101 – 46980	Other State Grants	\$41,267.00
101 – 54210 – 599 – Trans	Other Charges-Mental Health Transportation Grant	\$41,267.00

*Transfer funds received from state Mental Health Transportation Grant to assist in purchasing a vehicle for inmate mental health transports. The difference needed is requested below from the Litter Removal Grant Reserve.*

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**Special Patrols/Jail**

101 – 34725 – 02	Assigned for Public Safety	\$8,842.00
101 – 54120 – 718	Motor Vehicles	\$8,842.00

*Transfer funds from the Litter Removal Grant Reserve for the difference needed to purchase a vehicle for inmate mental health transports*

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**County Mayor**

101 – 39000	Unassigned	\$24,000.00
101 – 51300 – 308	Consultants	\$24,000.00

*Transfer funds from County General fund balance to cover consultant services for a county TDEC project. These funds will be reimbursed with ARP funds upon completion.*

**Property Assessor's Office**

101 – 39000	Unassigned	\$3,258.20
101 – 52300 – 135	Assessment Personnel	\$3,258.20

*Transfer funds from County General fund balance to cover additional adjustments needed from the salary study*

*Budget Vote (1/21/2025): 5 Yes 0 No 0 Absent*

*Funding Source: Various*

RECORD: Approved by roll call vote 9 Yes 1 No 2 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	James Hedgepath	No
B.J. Hudspeth	Yes	Mike Breedlove	Absent

**CHEATHAM COUNTY MAYOR'S REMARKS:**

\_\_\_\_\_  
Kerry McCarver, County Mayor

**CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT:** \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 31<sup>st</sup> day of January 2025.



\_\_\_\_\_  
Abby Short, County Clerk



RESOLUTION: 7

RESOLUTION TITLE: To Authorize The Following Budget Amendment For The County General Fund

DATE: January 27, 2025

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 27<sup>th</sup> day of January 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendment for the County General Fund:

**Ambulance/Emergency Medical Services**

101-39000 Unassigned \$246,000.00

101-55130-164 Attendants (EMT/Paramedics) \$246,000.00

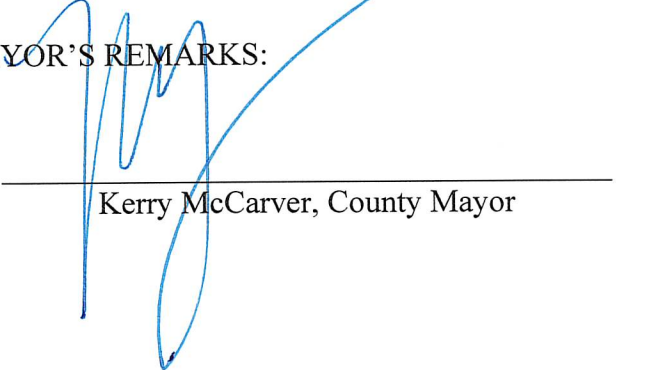
*Transfer funds from County General fund balance to cover funds needed for the remainder of the year*

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*Budget Vote (1/21/2025): 5 Yes 0 No 0 Absent*

RECORD: Approved by roll call vote 7 Yes 3 No 2 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	No
Randy Noe	No	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	James Hedgepath	No
B.J. Hudspeth	Yes	Mike Breedlove	Absent

CHEATHAM COUNTY MAYOR'S REMARKS:

  
\_\_\_\_\_  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 31<sup>st</sup> day of January 2025.



*Abby Short*  
Abby Short, County Clerk



RESOLUTION: 8

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The General Capital Projects Fund

DATE: January 27, 2025

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Chris Gilmore

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 27<sup>th</sup> day of January 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the General Capital Projects Fund:

**CORRECTION FROM DECEMBER MEETING**

**General Administration Projects**

171-91110-799 Other Capital Outlay \$36,710.55

171-91190-599 Other Charges \$36,710.55

*Correction from December Meeting – posted funds to incorrect line (additional funding for general annual projects through June 30, 2025)*

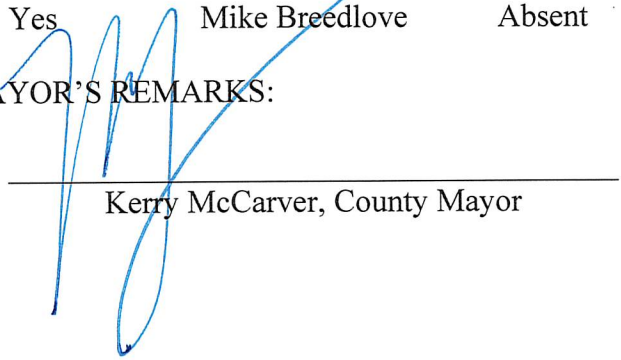
-----  
*Budget Vote (1/21/2025): 5 Yes 0 No 0 Absent*

*Funding Source: Unused Budgeted Funds*

RECORD: Approved by roll call vote 10 Yes 0 No 2 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Absent

CHEATHAM COUNTY MAYOR'S REMARKS:

  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 31<sup>st</sup> day of January 2025.



  
Abby Short, County Clerk

RESOLUTION: 9

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The General Debt Service Fund

DATE: January 27, 2025

MOTION BY: Mr. David Anderson

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 27<sup>th</sup> day of January 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the General Debt Service Fund:

**General Government**

151 – 46851	State Revenue Sharing - T.V.A.	\$750.00
151 – 82310 – 325	Fiscal Agent Charges	\$500.00
151 – 82310 – 699	Other Debt Service	\$250.00

*Transfer excess revenue collected to cover annual debt service fees*

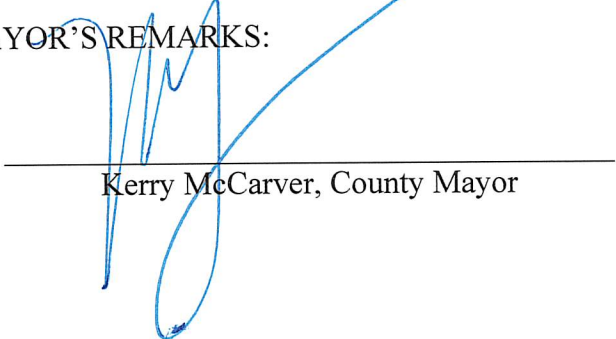
-----  
*Budget Vote (1/21/2025): 5 Yes 0 No 0 Absent*

*Funding Source: Excess Revenue Collected*

RECORD: Approved by roll call vote 10 Yes 0 No 2 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Absent

CHEATHAM COUNTY MAYOR'S REMARKS:

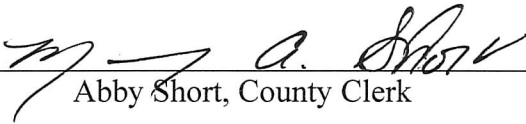
  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 31<sup>st</sup> day of January 2025.



  
Abby Short, County Clerk

RESOLUTION: 10

RESOLUTION TITLE: To Authorize The Following Budget Amendments For The County General And Other Capital Projects – Jail Funds

DATE: January 27, 2025

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. Bill Powers

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 27<sup>th</sup> day of January 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to authorize the following budget amendments for the County General and Other Capital Projects - Jail Fund:

**From Jail Workhouse Litigation Reserve**

---

**Transfers Out**

101 – 34525 – 01	Restricted for Public Safety	\$34,566.80
101 – 99100 – 590	Transfers to Other Funds	\$34,566.80

*Transfer funds from the Jail Workhouse Litigation Reserve for a change order in the jail project to add a booking control area and the ability to review cameras at three administration stations*

---

**To Other Capital Projects Jail Fund**

---

**Public Safety Projects**

180 – 49800	Transfers In	\$34,566.80
180 – 91130 – 706	Building Construction	\$34,566.80

*Transfer funds from the Jail Workhouse Litigation Reserve for a change order in the jail project to add a booking control area and the ability to review cameras at three administration stations*

---

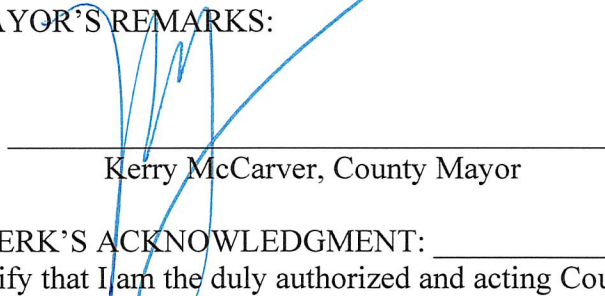
*Budget Vote (1/21/2025): 5 Yes 0 No 0 Absent*

*Funding Source: Jail Workhouse Litigation Reserve*

RECORD: Approved by roll call vote 10 Yes 0 No 2 Absent

David Anderson	Yes	Bill Powers	Yes
Calton Blacker	Yes	Walter Weakley	Yes
Randy Noe	Yes	Diana Pike Lovell	Yes
Tim Williamson	Yes	Eugene O. Evans, Sr.	Absent
Chris Gilmore	Yes	James Hedgepath	Yes
B.J. Hudspeth	Yes	Mike Breedlove	Absent


CHEATHAM COUNTY MAYOR'S REMARKS:

  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 31<sup>st</sup> day of January 2025.

  
Abby Short, County Clerk





RESOLUTION: 11 (A)

RESOLUTION TITLE: To Approve Mayor's Signature On Memorandum Of Agreement Between Cheatham County And Emergency Medical Service Department And Vanderbilt University Medical Center

DATE: January 27, 2025

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 27<sup>th</sup> day of January 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the Memorandum of Agreement between Cheatham County and Emergency Medical Service Department and Vanderbilt University Medical Center is approved.

*A copy of the MOA is attached.*

RECORD: Approved by voice vote 2 Absent

David Anderson

Bill Powers

Calton Blacker

Walter Weakley

Randy Noe

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr. Absent

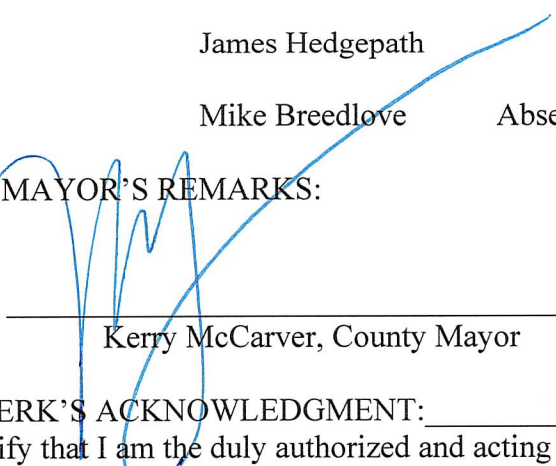
Chris Gilmore

James Hedgepath

B.J. Hudspeth

Mike Breedlove Absent

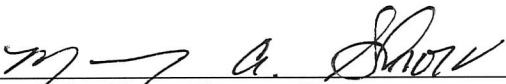
CHEATHAM COUNTY MAYOR'S REMARKS:

  
\_\_\_\_\_  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 31<sup>st</sup> day of January 2025.

  
\_\_\_\_\_  
Abby Short, County Clerk





MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
CHEATHAM COUNTY, TENNESSEE BY AND THROUGH  
ITS EMERGENCY MEDICAL SERVICE DEPARTMENT  
AND  
VANDERBILT UNIVERSITY MEDICAL CENTER

THIS AGREEMENT (this "Agreement") is entered into by and between the Cheatham County, Tennessee, by and through its Emergency Medical Service Department (hereinafter referred to as "AGENCY") and Vanderbilt University Medical Center, Nashville, Tennessee, a Tennessee not-for-profit corporation (hereinafter referred to as "VUMC"). AGENCY and VUMC are each referred to as a "Party" and are collectively referred to as the "Parties."

WITNESSETH

WHEREAS, VUMC desires to provide students enrolled in VUMC's Emergency Medical Technician ("EMT") Externship program (hereinafter referred to individually as "STUDENT" and collectively as "STUDENTS") with the opportunity to experience clinical training at AGENCY ("PROGRAM"); and

WHEREAS, AGENCY has the expertise to provide such clinical training to STUDENTS.

NOW THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

**I. RESPONSIBILITIES OF THE PARTIES**

**A. SCOPE OF ASSIGNMENT**

1. AGENCY agrees to accept STUDENTS from VUMC for clinical training under the terms and conditions outlined in this Agreement. VUMC shall recommend STUDENTS for the PROGRAM who have fulfilled the prerequisites and meet the requirements as outlined in this Agreement.
2. VUMC shall designate a staff member who is acceptable to AGENCY, to serve as liaison between AGENCY and VUMC. AGENCY shall designate a staff member who is acceptable to VUMC, to serve as a liaison between AGENCY and VUMC.
3. AGENCY and VUMC shall inform one another of any changes in academic curriculum, and any changes in availability of learning opportunities.
4. AGENCY or VUMC may request withdrawal of a STUDENT from an assignment at any time. The Party requesting such withdrawal shall notify the other Party, and the withdrawal shall be upon the terms and conditions agreed to by AGENCY and VUMC.

B. RESPONSIBILITIES OF AGENCY

1. AGENCY shall be responsible for: coordinating and directing STUDENTS' clinical training experience; coordinating and directing STUDENTS' clinical training schedules; evaluating STUDENTS' performance while STUDENTS are at AGENCY; and providing a planned and supervised program for STUDENTS while they are at AGENCY.
2. AGENCY shall have sole responsibility for patient care services at AGENCY and shall be responsible for the supervision of all STUDENTS participating in the PROGRAM.
3. AGENCY shall provide supervision of STUDENTS and maintain a sufficient level of staff support to carry out normal service functions so that STUDENTS will not be performing services in lieu of staff at AGENCY.
4. AGENCY shall provide STUDENTS immediate first aid for work-related injuries or illnesses, including needlesticks, as may be necessary, in accordance with applicable recommendations from the Centers for Disease Control and Prevention ("CDC").
5. AGENCY shall notify VUMC of any event requiring immediate first aid as well as any blood or body fluid exposures. AGENCY shall direct STUDENT(S) to the closest appropriate facility for any additional testing and/or treatment that is required, if such testing and/or treatment is not available at AGENCY. The cost of any immediate first aid provided hereunder shall be the responsibility of the STUDENT. Additionally, the cost of follow-up, referrals, x-rays, or laboratory tests that may be necessary shall not be borne by AGENCY, but shall be the responsibility of the individual STUDENT, regardless of whether or not these services are covered by the STUDENT's health insurance.

C. RESPONSIBILITIES OF VUMC

1. VUMC is solely responsible for academic matters pertaining to STUDENTS under this Agreement.
2. VUMC shall determine eligibility for and, if appropriate, grant appropriate course credit to STUDENTS upon successful completion of the PROGRAM at VUMC.
3. Subject to any restrictions set forth under applicable law regarding the confidentiality of a student's educational records, VUMC shall provide AGENCY any information as AGENCY may reasonably request regarding STUDENTS' qualifications for those students recommended by VUMC for assignment to AGENCY. Such information shall be provided to AGENCY prior to the assignment of a STUDENT to AGENCY or otherwise upon AGENCY's request. Any transfer of information between the Parties from a STUDENT's educational records shall only be made with the STUDENT's written consent and in accordance with all applicable law regarding the confidentiality of a student's educational records, including the Family Educational Rights and Privacy Act ("FERPA").

4. STUDENTS admitted to AGENCY for clinical training as part of the PROGRAM shall be subject to all applicable policies and regulations of VUMC and AGENCY.
5. While at AGENCY participating in the PROGRAM hereunder, STUDENTS are considered to be, and shall be treated as, students and trainees who have no expectation of receiving compensation, future employment, or employee benefits (including workers' compensation benefits) from AGENCY.
6. VUMC shall require STUDENTS and faculty, if appropriate, to have the following immunizations:
  - a. PPD tuberculin skin test or chest x-ray within one year of clinical experience.
  - b. Positive serology of immunity to Rubella and Rubeola or MMR vaccination.
  - c. Hepatitis B vaccinations or waiver indicating refusal.
  - d. Positive serology of immunity to varicella or immunization.
7. VUMC shall prohibit STUDENTS from submitting for publication any material relating to the clinical education experience at AGENCY as part of the PROGRAM without prior written approval of both AGENCY and VUMC.

## **II. TERM AND TERMINATION**

- A. This Agreement shall become effective November 1, 2024 and continue for three (3) years until October 31, 2027. The Parties agree that they shall periodically evaluate the PROGRAM and policies, discuss any related problems, and make appropriate revisions in this Agreement in accordance with Section XIV below.
- B. This Agreement may be terminated by either Party at any time upon not less than thirty (30) days prior written notice to the other Party; except that any STUDENT from VUMC who is currently participating in the PROGRAM at AGENCY when notice of termination is given will be permitted to complete his or her training period as previously scheduled. This Agreement shall be terminated immediately, and STUDENTS withdrawn from AGENCY, if either party's certification of license to operate is repealed or suspended by any governmental licensing or certifying agency.

## **III. INTENTIONALLY OMITTED**

## **IV. INSURANCE**

- A. VUMC shall provide, or cause STUDENTS assigned to AGENCY to obtain, professional liability coverage in a minimum amount of \$1,000,000/\$3,000,000 covering STUDENTS while they are on assignment at AGENCY. Upon request, VUMC shall provide AGENCY with a Certificate of Insurance evidencing the above coverage. VUMC may utilize a program of self-insurance.
- B. VUMC shall provide, or cause STUDENTS to obtain, health insurance covering STUDENTS during the term of their assignment at AGENCY, and provide AGENCY with evidence of such coverage upon request.

- C. VUMC will provide AGENCY with notice of any cancellation or significant change of either professional liability insurance or health insurance coverages thirty (30) days prior to such cancellation or change.
- D. AGENCY shall provide and maintain throughout the term of this Agreement professional liability coverage in a minimum amount of \$1,000,000/\$2,000,000 covering AGENCY's employees providing services in connection with this Agreement. Upon request, AGENCY shall provide VUMC with a Certificate of Insurance evidencing the above coverage.
- E. AGENCY shall provide and maintain throughout the term of this Agreement comprehensive general liability insurance, including broad form contractual in a minimum amount of \$1,000,000/\$2,000,000.
- F. AGENCY will provide VUMC with notice of any cancellation or significant change of either professional liability insurance or health insurance coverages thirty (30) days prior to such cancellation or change.

#### **V. CONFIDENTIALITY**

- A. The Parties agree to keep confidential all information which relates to or identifies a particular patient, including but not limited to the name, address, medical treatment or condition, financial status, or any other personal information which is deemed to be confidential in accordance with applicable state and federal law and standards of professional ethics and will so notify its employees, contractors, subcontractors, agents, and representatives of such agreement.
- B. The Parties agree that only for purposes of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d et seq., and the privacy and security provisions of the Health Information Technology for Economic and Clinical Health Act, as each may be amended from time to time, and any current and future regulations promulgated thereunder (collectively, "HIPAA"), STUDENTS shall be considered members of AGENCY's workforce, as that term is defined at 45 C.F.R. § 160.103, when participating in the PROGRAM under this Agreement at AGENCY. Notwithstanding the preceding, STUDENTS are not and shall not be considered to be employees of AGENCY.
- C. Except as otherwise stated in this Agreement, VUMC shall not have access to any of AGENCY'S patients' protected health information as defined at 45 C.F.R. § 160.103, unless such access is otherwise permitted by HIPAA and other applicable laws.

#### **VI. NOTIFICATION OF CLAIMS**

Each Party agrees to notify the other Party as soon as possible in writing of any incident, occurrence, or claim arising out of or in connection with this Agreement, which could result in a liability or claim of liability to the other Party. Further, the notified Party shall have the right to investigate said incident or occurrence and the notifying Party will cooperate fully in this investigation.

## **VII. NOTICES**

All notices or other communication provided for in this Agreement shall be given to the Parties addressed as follows:

AGENCY: Cheatham County Emergency Medical Services  
3455 Bell Street  
Ashland City, TN 37015  
Attn: Director

VUMC: Office of Contracts Management  
Vanderbilt University Medical Center  
3319 West End Avenue, Suite 100  
Nashville, TN 37203-6869  
Attention: Director

## **VIII. MEDIA**

Each Party agrees it will not use the other Party's name or programs in any advertising, promotional material, press release, publication, public announcement, or through other media, written or oral, without the prior written consent of the other Party.

## **IX. DISCRIMINATION**

In compliance with federal law, including the provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967 and 1975 and the Americans with Disabilities Act of 1990, and Title VI of the Civil Rights Act of 1964 each Party hereto will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service in its administration of its policies, including admissions policies, employment, programs or activities.

## **X. ASSIGNMENT AND BINDING EFFECT**

Neither Party shall assign, subcontract, or transfer any of its rights or obligations under this Agreement to a third party without the prior written consent of the other Party. If an assignment, subcontract, or transfer of rights does occur in accordance with this Agreement, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors or assigns.

## **XI. FORCE MAJEURE**

If either Party hereto shall be delayed or hindered in, or prevented from, the performance of any act required hereunder for any reason beyond such Party's direct control, including but not limited to, strike, lockouts, labor troubles, governmental or judicial actions or orders, riots, insurrections, war, acts of God, inclement weather, or other reason beyond the Party's control (a "Disability") then such Party's performance shall be excused for the period of the Disability. The Party affected by the Disability shall notify the other Party of such Disability as provided for herein.

## **XII. INDEPENDENT CONTRACTOR**

Each Party shall be considered to be an independent party and shall not be construed to be an agent or representative of the other Party, and therefore, has no liability for the acts or omissions of the other Party. In addition, neither Party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other Party. Therefore, neither Party nor any of its employees, agents or subcontractors, shall be entitled to compensation, workers compensation, or employee benefits of the other Party by virtue of this Agreement.

## **XIII. COUNTERPART SIGNATURE**

This Agreement may be executed in one or more counterparts (by portable document format or otherwise), each of which counterpart shall be deemed an original Agreement and all of which shall constitute but one Agreement.

## **XIV. WRITTEN AMENDMENT/WAIVERS**

This Agreement cannot be amended, modified, supplemented or rescinded except in writing signed by the Parties hereto.

## **XV. GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed in all respects by, and be construed in accordance with, the laws of the State of Tennessee.

## **XVI. CONSTRUCTION OF THE AGREEMENT**

The headings used in this Agreement have been prepared for the convenience of reference only and shall not control, affect the meaning, or be taken as an interpretation of any provisions of this Agreement. This Agreement has been prepared on the basis of mutual understanding of the Parties and shall not be construed against either Party by reason of such Party's being the drafter hereof.

## **XVII. NON-EXCLUSIVITY**

This Agreement is non-exclusive, and each Party shall have the right to enter into similar Agreements with other parties.

## **XVIII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter herein and supersedes any other agreements, restrictions, representations, or warranties, if any, between the Parties hereto with regard to the subject matter herein.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the last signature date specified below.

**FOR VANDERBILT UNIVERSITY MEDICAL CENTER**

Approved By:

\_\_\_\_\_  
Donald W. Brady, MD  
Executive Vice Dean for Academic Affairs  
Executive Vice-President for Educational Affairs

\_\_\_\_\_  
Date

**FOR CHEATHAM COUNTY EMS**

\_\_\_\_\_  
Name: Kerry McCarver  
Title: County Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: B. Hudspeth  
Title: Director, Cheatham County Emergency Medical Service

\_\_\_\_\_  
Date

RESOLUTION: 11(B)

RESOLUTION TITLE: To Confirm Mayor's Reappointment To Cheatham County Rail Authority

DATE: January 27, 2025

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 27<sup>th</sup> day of January 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to confirm Mayor's reappointment of Ed Cole to the Cheatham County Rail Authority for a term beginning 1/31/2025 and ending 1/31/2029.

RECORD: Approved by voice vote 2 Absent

David Anderson

Bill Powers

Calton Blacker

Walter Weakley

Randy Noe

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr. Absent

Chris Gilmore

James Hedgepath

B.J. Hudspeth

Mike Breedlove Absent

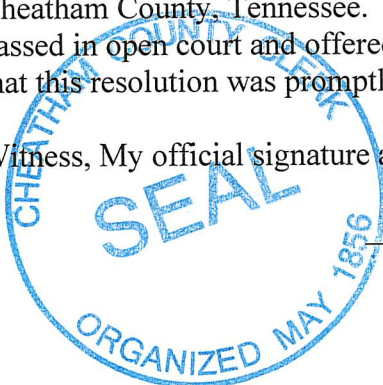
CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 31<sup>st</sup> day of January 2025.



Abby Short, County Clerk



RESOLUTION: 11 (C)

RESOLUTION TITLE: To Approve Mayor's Signature On Hiscall Phone System Contract  
For Cheatham County Health Department

DATE: January 27, 2025

MOTION BY: Mr. David Anderson

SECONDED BY: Mr. Calton Blacker

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 27<sup>th</sup> day of January 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the Mayor's signature on the Hiscall phone system contract for Cheatham County Health Department is approved.

*A copy of the contract is attached.*

RECORD: Approved by voice vote 2 Absent

David Anderson

Bill Powers

Calton Blacker

Walter Weakley

Randy Noe

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr. Absent

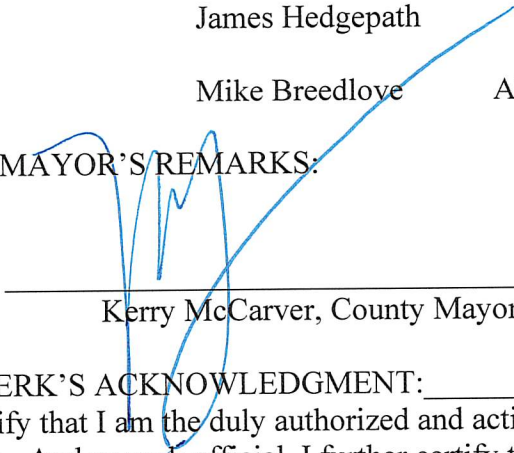
Chris Gilmore

James Hedgepath

B.J. Hudspeth

Mike Breedlove Absent

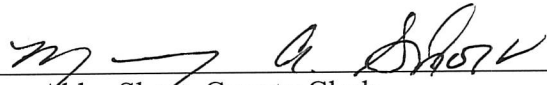
CHEATHAM COUNTY MAYOR'S REMARKS:

  
\_\_\_\_\_  
Kerry McCarver, County Mayor

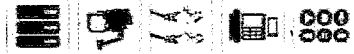
CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 31<sup>st</sup> day of January 2025.

  
\_\_\_\_\_  
Abby Short, County Clerk





**HISCALL, INC.**

CORPORATE OFFICE: 1001 GENTRY CIRCLE, DICKSON, TN 37055  
EAST TN: 10425 COGDILL ROAD, SUITE 300, KNOXVILLE, TN 37932

TOLL FREE 866-740-7771 | [WWW.HISCALL.COM](http://WWW.HISCALL.COM)

SECURITY LICENSE # 1405

# Cheatham County Health Department

**HISCALL CLOUD SERVICES**

PREPARED BY:

**Mike Jennette**

Account Consultant

**Hiscall, Inc.**

1001 Gentry Circle, Dickson, TN 37055

615-740-7771

[mjennette@Hiscall.com](mailto:mjennette@Hiscall.com)

PREPARED FOR:

**Rachel Ellis**

Director

**Cheatham County Health Department**

162 John Mayfield Dr., Ste. 200, Ashland City, TN 37015

Quote Number: 25266

Date: 12/17/2024

## **Hiscall Cloud Service Agreement**

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**60 Months Hiscall Cloud Service Agreement**

**\$ 525.65 per month\***

### **Phones and Equipment**

- Eighteen (18) Essential Monthly Seat(s)
- Five (5) UC Monthly Seat(s) with Voicemail
- One (1) Advanced UC Monthly Seat(s) with Mobile App & Voicemail
- One (1) Analog Device Connection for Fax

### **Number Porting**

- Two (2) phone numbers
  - Main line 615-792-4318 & Fax line 615-792-6794

### **Emergency Location Services**

- One (1) building, Two (2) floors

### **Other Equipment**

- 8-Port POE Switch & 24-Port POE Switch

## **Scope of Work:**

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Provide and program phones and port numbers as listed above. Includes Installation, Project Management, End-User Training.

## **Assumptions:**

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\*Customer will be responsible for providing a Wave file with legal copy of message or music to be downloaded. Cat5e or better required for Hiscall Cloud Service.

\*Additionally: Any wiring required beyond what may be quoted above or listed above will be the responsibility of the customer or can be handled by Hiscall on a Time and Material basis at the tech rate of \$100.00 per hour/per tech plus materials and travel charges as they apply. See Hiscall Cloud Services Terms and Conditions for Hiscall/Customer expectations, terms and other information.

## **Terms & Payment:**

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1. This quote is valid for 30 days from date of quote.
2. Applicable taxes are not included in HCS monthly pricing or any one-time fees as listed above.
3. Except or unless otherwise noted within the Scope, Notes, or Assumptions above, Hiscall Cloud Services Terms and Conditions shall apply.
4. This agreement shall be termed as selected above.
5. Satisfaction Guarantee – If not completely satisfied with the quality of HCS, Hiscall will replace with a premise-based system for the remaining term of the agreement at the above monthly rate.
6. First and last month payments are due upon signing or purchase order.
7. Hiscall Cloud Services are dependent upon customer's sufficient Internet access, networks, and cabling infrastructure. A Hiscall site visit, at no cost to customer, will determine if additional data infrastructure is needed. If additional data infrastructure is required, as determined by Hiscall, customer may either purchase, obtain through Hiscall's Managed Services offer, or cancel this agreement.

8. UNLESS EXPRESSLY SPECIFIED OTHERWISE, THE SERVICE AND ALL QUOTED FEES AND CHARGES ARE FOR UNITED STATES DOMESTIC CALLS ONLY, INCLUDING ALASKA AND HAWAII. INTERNATIONAL CALLING IS DISABLED BY DEFAULT AND MAY BE ENABLED OR DISABLED AT ANY TIME BY CONTACTING HISCALL. International calls will be billed at current rates, which vary by country and dialing prefix codes. International calling rates are subject to change at any time.

## HISCALL CLOUD TERMS AND CONDITIONS

THIS DOCUMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH HISCALL, INC. ("HISCALL") AGREES TO PROVIDE CLOUD SERVICES AND SUPPORT.

### 1.0 Deliverables

**1.1 Scope.** Hiscall shall sell Cloud Services (HCS) as stipulated on a numbered Quote, Purchase Agreement, Support Agreement, Statement of Work, or Change Order form which has been authorized by the Customer.

**1.2 Additions or Changes.** Additions or Changes must be approved via a Change Order or other Hiscall-provided Service Order form. Each properly executed Order Form and its attachment(s) shall become a part of this Agreement and be incorporated herein as if attached hereto. Project costs are based upon agreed installation dates. Hiscall will not be liable for changes to the agreed upon schedule or additional work due to the non-responsiveness or non-performance of any customer initiated third-party vendor or changes initiated by the customer. These changes may result in additional charges.

**1.3 Acceptance.** Unless otherwise specified by the Statement of Work, acceptance occurs the earlier of either: (i) Hiscall provides notice of completion to Customer; or (ii) production use of installed Products.

### 2.0 Customer Responsibilities

**2.1 Equipment Location.** Customer is responsible for providing, at customer expense, a suitable location for equipment installation that meets all environmental, space, and safety requirements. Customer is also responsible for obtaining all necessary permits and/or licenses prior to installation of equipment. If the equipment is not to be located in the immediate proximity of the demarcation point of trunks, lines, or circuits from the Local Exchange Carrier (LEC) or Wide Area Network provider, Hiscall can extend cabling to the demarcation point for an additional fee. The demarcation point is generally defined as the point where the local loop (which is the responsibility of the LEC) ends and the inside wire (which is the responsibility of the customer) begins.

**2.2 Site Preparation.** Customer is responsible for ensuring the site is ready for installation at the agreed-upon date. Site readiness may include, but is not limited to network services, cabling, racks, and electrical power.

**2.3 Point of Contact.** For the duration of any project, Customer must designate a single point of contact, who has a thorough understanding of the business requirements and technical environment, and is authorized to make binding decisions on Customer's behalf.

**2.4 Network Readiness.** For systems utilizing Voice or Video over IP, Customer must complete a network assessment prior to installing the System. Customer agrees and acknowledges that failure to complete a network assessment may result in network quality issues, and that Hiscall shall bear no liability whatsoever in

such event. Support assistance, which in Hiscall's judgment could have been avoided by an assessment, will be billed the standard Hiscall's hourly rate for the resources provided.

**2.5 Access.** Hiscall reserves the right to access Customer's system to review the final installation for quality assurance purposes, provide remote support, and/or for system auditing.

**2.6 Risk of Loss.** Customer shall bear the entire risk of loss or damage to any Equipment or Software Media upon delivery to the Installation Site. The occurrence of any such loss or damage shall not permit Customer to delay or reduce the payment of any fees or charges prescribed under this Agreement. Customer shall, at its own expense, maintain property and casualty insurance for the Equipment against all risk of loss or damage, not less than the replacement cost of the Equipment and Software Media. For such purpose, Vendor agrees to provide Customer with replacement materials, to the extent available, for only the cost of materials, provided that Customer provides Vendor with proof of loss or damage. Customer shall provide Vendor with a certificate of insurance with respect to such policy on or before the time of installation of the System at the Installation Site.

### 3.0 Warranty

**3.1 Equipment.** Hiscall warrants all equipment provided for the period specified on the Cloud Services Agreement. The term may be extended based on a mutually agreed upon rate and duration. All labor for remote moves, adds, and changes are included. Hiscall does not warrant uninterrupted or error free operation of software or cloud services or that software or cloud services will prevent toll fraud. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, HISCALL SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

**3.2 Headsets.** Standard warranty includes manufacturer defects and component malfunctions when purchased via Hiscall Cloud Services for the duration of the period specified on the Cloud Services Agreement. The term may be extended based on mutually agreed upon rate and duration.

### 4.0 Support

**4.1 Remote Technical Assistance.** During the term of the Hiscall Cloud Services Agreement, while all telecommunication services are provided by Bandwidth, the Customer may contact Hiscall via telephone or email with questions about product configuration or general usability.

**4.2 Hardware Replacement.** Advanced hardware exchange is included if specified on Exhibit A, or during the warranty period, for defective parts that fail when used under normal operating conditions. Replacement parts and products may be new, remanufactured or refurbished. Any removed parts and/or products will become the property of Hiscall.

**4.3 Software Upgrades, Updates, and Service Packs.** At any time, Customer may contact Hiscall at no additional charge with questions about available Upgrades/Updates.

**4.4 Remote Monitoring & Alarm Notification.** Hiscall will provide 24x7 alarm monitoring when applicable

**4.5 Service Response.** Response time for major outages, as defined below, will be within four (4) business hours. Response time for minor outages will be within eight (8) business hours. Upon receipt of a service request, Hiscall shall perform troubleshooting and diagnostics via telephone or on-demand remote connection, to isolate the issue and determine whether the Supported Product is working in accordance with the Manufacturer's standard and published documentation.

*Major Outage Definition:* The supported product is operating with severely reduced functionality causing significant impact to the Customers business operations, or the loss of service impacting more than twenty-five percent (25%) of all users at a single site.

*Minor Outage Definition:* The supported product is operating with reduced functionality or the loss of service impacts less than twenty-five percent (25%) of all users at a single site.

**4.6 On-site Support.** Customers Approval of Hiscall hourly rates is required if Customer requests on-site support.

**4.7 Standard Work Hours.** Hiscall standard work hours are Monday – Friday, 8:00 AM – 5:00 PM, in the time zone of the System location, excluding Hiscall-observed holidays, which include New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**4.8 Overtime Hours.** Monday – Friday, anytime outside of standard work hours; or anytime on Saturday, excluding holidays. Work performed during Overtime Hours, in addition to or outside the scope of the Project or Agreement, shall be invoiced at 1.5 times the standard rate for the resource provided.

**4.9 Premium Time.** Anytime on Sunday or a Hiscall-observed holiday. Work performed during Premium Time that is in addition to or outside the scope of the Project or Agreement shall be invoiced at two times the standard rate for the resource provided.

## **5.0 Exclusions**

**5.1 Consumables.** Items including but not limited to headsets, remote controls (TV & Video), printer ribbons or ink, back-up media, wall brackets, mounting kits, faceplates, bezels, blank panels, designation strips, technical documentation, labels, or other accessories are not covered by Hiscall Warranty or Support Agreement.

**5.2 Customizations.** System features, reports, or applications customized or administered for Customer application are excluded.

**5.3 Other.** Damage, deterioration, or malfunction resulting from misuse, abuse, accident, fire, water, lightning, electrical surge, or other acts of nature are not covered by Hiscall Agreement.

## **6.0 Term**

**6.1 Commencement.** Hiscall Cloud Services shall begin the first of the month after the date Hiscall accepts this agreement. Unless notice is received in writing, within sixty (60) days of end of term, this agreement shall continue for twelve (12) months at the then current rate.

**6.2 Cancellation Requests.** Cancellation Requests: Cancellation requests made after equipment, software, or services have been ordered and prior to installation or licensing of product, shall be subject to a restocking fee equal to two monthly payments, plus any additional expenses incurred by Hiscall to that point.

**6.3 Obligation to Pay.** Cancellation of the contract will not negate the obligation of the customer to pay Hiscall. Hiscall reserves the right to suspend or terminate Services should payment of outstanding invoices be thirty (30) days overdue. Should Services be suspended for non-payment, customer will be required to pay balance due plus a \$100.00 reconnection fee. Services will be restored within two hours upon receipt of payment. Should Hiscall terminate Services due to lack of payment, equipment will be returned and fifty percent of the total or eighty percent of the remaining balance, whichever is less, will be due.

**6.4 Equipment or Software Returns.** Equipment must be returned in original unopened vendor shipping container, with all piece parts in working order and new condition. Customer shall be liable for the full price of any equipment that cannot be returned to the original vendor or restocked for future sale.

## **7.0 Payment Terms**

**7.1 Payments.** For Cloud Services offers, the first and last month's payment are due with signed quote. Monthly payments are due upon receipt.

**7.2 Lease Agreements.** Customer may lease some or all of the Products and Services through a third party. Hiscall shall cooperate with respect to any reasonable lease arrangement. In such cases, payment terms of the lease agreement will supersede terms set forth in section 7.1

**7.3 Additions:** Support for all add-on purchases pro-rated for the remaining term, at then-current rate.

## **8.0 Limitation of Liability.**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, COST OF COVER, OR PERFORMANCE. THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE UNDER THE AGREEMENT IN THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM, OR \$ 100,000, WHICHEVER IS THE LESSER AMOUNT. THE LIMITATIONS OF LIABILITY IN THIS SECTION WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, TORT, OR OTHERWISE. HOWEVER, THIS LIMITATION WILL NOT APPLY IN CASES OF WILLFUL MISCONDUCT OR PERSONAL INJURY. THE LIMITATIONS OF LIABILITY IN THIS SECTION ALSO WILL APPLY TO ANY LIABILITY OF OFFICERS, EMPLOYEES, AGENTS, AND SUPPLIERS.

## **9.0 Miscellaneous**

**9.1 No Solicitation.** During the period of time that Hiscall provides Services to the Customer, and for one (1) year after the completion

of the Services provided, neither Hiscall nor Customer shall solicit for employment the employee of the other party, prior to the written consent of the other party. Nothing in this paragraph will restrict the right of Hiscall or the Customer to solicit or recruit generally in the media, or the right to hire, without written consent, any person who answers any advertisement or who otherwise voluntarily applies for hire without having been personally solicited or recruited.

**9.2 Entire Agreement; Severability.** These Terms and Conditions are the entire agreement between Customer and Hiscall with respect to services provided by Hiscall, and supersede any other verbal or written communications, including the terms of any Customer-provided Purchase Order. If any provision of these Terms and Conditions is held invalid, the remainder of these Terms and Conditions will continue in full force and effect.

**9.3 Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Tennessee.

**9.4 E911 REQUIREMENTS.** THE FEDERAL COMMUNICATIONS COMMISSION (FCC) REQUIRES THAT A DISPATCHABLE LOCATION BE IDENTIFIED AND DELIVERED TO THE PUBLIC SAFETY ANSWERING POINT (PASP) WHEN PLACING A 911 CALL. HISCALL WILL PROVIDE A DISPATCHABLE LOCATION WHEN IMPLEMENTING NEW TELEPHONE SERVICE. IT IS THE CUSTOMER'S SOLE RESPONSIBILITY TO UPDATE THE REGISTERED 911 ADDRESS FOR ANY DEVICE THAT HAS CHANGED LOCATIONS. AT CUSTOMER'S REQUEST, HISCALL WILL PROVIDE SUPPORT IN UPDATING A NEW REGISTERED 911 ADDRESS.

THE PARTIES HAVE CAUSED THE AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES WITH THE INTENT TO BE LEGALLY BOUND, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED.

**CHEATHAM COUNTY HEALTH DEPARTMENT**

**HISCALL INC.**

BY: \_\_\_\_\_  
Authorized Signature

BY: \_\_\_\_\_  
Authorized Signature

NAME: \_\_\_\_\_  
Typed or Printed Name

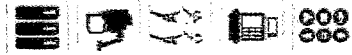
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Typed or Printed Name

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Hiscall, Inc.**

Corporate Office: 1001 Gentry Circle, Dickson, TN 37055  
East TN: 10425 Cogdill Road, Suite 300, Knoxville, TN 37932  
Toll Free 866-740-7771 | [www.Hiscall.com](http://www.Hiscall.com)  
Security License # 1405

# Cheatham County Health Department

## NETWORK SECURITY FIREWALL

**PREPARED BY:****Mike Jennette**

Account Consultant

**Hiscall, Inc.**

1001 Gentry Circle, Dickson, TN 37055

615-740-7771

[mjennette@Hiscall.com](mailto:mjennette@Hiscall.com)**PREPARED FOR:****Rachel Ellis**

Director

**Cheatham County Health Department**

162 John Mayfield Dr., Ste. 200, Ashland City, TN 37015

Quote Number: 25587

Date: 12/17/2024

**HISCALL, INC.**

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Revision Date 10-7-24 AJF



## **Firewall Purchase, Maintenance and Installation:**

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SonicWall TZ370 Series appliance for firewall and network security. Firewall delivers industry-validated security effectiveness with best-in-class price performance. This device addresses the growing trends in web encryption, connected devices and high-speed mobility by delivering a solution that meets the need for automated, realtime breach detection and prevention.

- 10/5/2.5/1 GbE interfaces in a desktop form factor
- SD-Branch ready
- Secure SD-WAN capability
- SonicExpress App onboarding
- Single-pane-of-glass-management through cloud or firewall
- SonicWall Switch, SonicWave Access Point and Capture Client integration
- Built-in and expandable storage
- Redundant power
- High port density
- Cellular failover
- SonicOS 7.0
- TLS 1.3 support
- High connection count
- Fast DPI performance
- Low TCO

Includes 1-year Hiscall Support Agreement. Plan coverage is 8:00am to 5:00pm Monday through Friday, parts, labor, and travel time are included. *See Page 3*

## **Work to Be Performed:**

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- Provide SonicWall TZ370 Firewall
- Configure and Upgrade
- Installation and Testing

**Equipment and Installation Price:**

**\$2,255.75**

## **Terms & Payment:**

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1. This quote is valid for 30 days from date of quote.
2. Quoted for normal business hours, Mon-Fri, 8-5 unless otherwise noted.
3. Shipping charges and any applicable taxes are not included in price.
4. Except or unless otherwise noted within the Scope, Notes, or Assumptions above, Hiscall Standard Purchase Terms and Conditions shall apply.
5. 50% down payment is required with signed purchase agreement or a Purchase Order.
6. All orders are subject to progressive billing. See Payment Terms and Conditions

## **Hiscall Support Agreement:**

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Includes SomicWall TZ370

## **Hiscall Support Agreement Terms**

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Hiscall Support Agreement Service includes preventative maintenance as deemed appropriate by Hiscall, Inc. and remedial maintenance, including replacement parts required for products used under normal operating conditions.

If you subsequently purchase additional products and co-locate these products with the existing ones, these additional products will be added to your Hiscall Support Agreement contract. Charges for added products will be at the then current rate. Hiscall may periodically log into your system to verify the number of ports in the system and increase the per-port Hiscall Support Agreement accordingly

Replacement parts and products may be new, remanufactured or refurbished. Any removed parts and/or products will become the property of Hiscall.

Acts of God are not covered by Hiscall Support Agreement plans. These Acts include, but are not limited to, floods, tornados, high velocity windstorms, hurricanes, and lightning strikes. Hiscall will assist you in filing insurance claims.

Disposable items such as wireless batteries, wireless carrying cases, and headpieces are not covered under Hiscall Support Agreement Plans.

Response time for major outages (console is not operational or twenty five percent (25%) of your system is out of service) will be within four (4) business hours. Response time for minor outages will be within eight (8) business hours.

This agreement shall continue for one (1) year, cancelable by either party with 60 days written notice. This agreement is auto renewable on the anniversary date. Any increase in charges will be on an annual basis with a 30 day notice.

**Hiscall, Inc. Standard Purchase Agreement Terms and Conditions will apply.**

Coverage Start Date Upon Project Completion when no Coverage Start Date is populated here by the Authorized Hiscall Representative, the Coverage Start Date shall be the date Hiscall signs this agreement.

# HISCALL PURCHASE AND SUPPORT TERMS AND CONDITIONS

THIS DOCUMENT SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH HISCALL, INC. ("HISCALL") AGREES TO PROVIDE HARDWARE, SOFTWARE, SERVICES AND /OR SUPPORT.

## 1.0 Deliverables

**1.1 Scope.** Hiscall shall sell the Equipment, license the Software, deliver the System, and provide Services as stipulated on a numbered Quote, Purchase Agreement, Support Agreement, Statement of Work, or Change Order form which has been authorized by the Customer.

**1.2 Additions or Changes.** Additions or Changes must be approved via a Change Order or other Hiscall-provided Service Order form. Each properly executed Order Form and its attachment(s) shall become a part of this Agreement and be incorporated herein as if attached hereto. Project costs are based upon agreed installation dates. Hiscall will not be liable for changes to the agreed upon schedule or additional work due to the non-responsiveness or non-performance of any customer initiated third-party vendor or changes initiated by the customer. These changes may result in additional charges.

**1.3 Acceptance.** Unless otherwise specified by the Statement of Work, acceptance occurs the earlier of either: (i) Hiscall provides notice of completion to Customer; or (ii) production use of installed Products.

## 2.0 Customer Responsibilities

**2.1 Equipment Location.** Customer is responsible for providing, at customer expense, a suitable location for equipment installation that meets all environmental, space, and safety requirements. Customer is also responsible for obtaining all necessary permits and/or licenses prior to installation of equipment. If the equipment is not to be located in the immediate proximity of the demarcation point of trunks, lines, or circuits from the Local Exchange Carrier (LEC) or Wide Area Network provider, Hiscall can extend cabling to the demarcation point for an additional fee. The demarcation point is generally defined as the point where the local loop (which is the responsibility of the LEC) ends and the inside wire (which is the responsibility of the customer) begins.

**2.2 Site Preparation.** Customer is responsible for ensuring the site is ready for installation at the agreed-upon date. Site readiness may include, but is not limited to network services, cabling, racks, and electrical power.

**2.3 Point of Contact.** For the duration of any project, Customer must designate a single point of contact, who has a thorough understanding of the business requirements and technical environment, and is authorized to make binding decisions on Customer's behalf.

**2.4 Network Readiness.** For systems utilizing Voice or Video over IP, Customer must complete a network assessment prior to installing the System. Customer agrees and acknowledges that failure to complete a network assessment may result in network quality issues, and that Hiscall shall bear no liability whatsoever in such event. Support assistance, which in Hiscall's judgment could have been avoided by an assessment, will be billed the standard Hiscall's hourly rate for the resources provided.

**2.5 Access.** Customer must provide remote access via modem or secure VPN connection for Support. Hiscall reserves the right to remotely access Customer's system to review the final installation for quality assurance purposes, provide remote support, and/or for system auditing, backup system configurations and voice mail, and license compliance reviews. If Customer does not elect to provide remote access, response times may be delayed, and additional fees for on-site access will apply.

**2.6 Risk of Loss.** Customer shall bear the entire risk of loss or damage to any Equipment or Software Media upon delivery to the Installation Site. The occurrence of any such loss or damage shall not permit Customer to delay or reduce the payment of any fees or charges prescribed under this Agreement. Customer shall, at its own expense, maintain property and casualty insurance for the Equipment against all risk of loss or damage, not less than the replacement cost of the Equipment and Software Media. For such purpose, Vendor agrees to provide Customer with replacement materials, to the extent available, for only the cost of materials, provided that Customer provides Vendor with proof of loss or damage. Customer shall provide Vendor with a certificate of insurance with respect to such policy on or before the time of installation of the System at the Installation Site.

## 3.0 License and Warranty

**3.1 Software License.** Certain Manufacturers require the attachment of their own End User License Agreement which shall be attached to the applicable Order and incorporated therein. The Manufacturer's End User License Agreement and Warranty policy will apply.

**3.2 Warranty.** Hiscall warrants all new equipment provided for a period of one (1) year, and labor for ninety (90) days from the date of installation. With the purchase of any prepaid Hiscall Support Agreement, the labor warranty is automatically extended to a full year, in addition to the term of the Support Agreement. Extended warranties for any equipment, as stipulated within the Purchase Agreement supersede the standard warranty. Warranty is contingent upon Customer's adherence to supported configurations as documented by the Manufacturer(s), and following the proper installation and support practices and procedures in which the System was intended. Hiscall does not warrant uninterrupted or error free operation of software or cloud services or that software or cloud services will prevent toll fraud. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, HISCALL SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

## 4.0 Support

**4.1 Remote Technical Assistance.** During the Warranty period, or term of Hiscall Support Agreement, the Customer may contact Hiscall via telephone or email with questions about product configuration or general usability.

**4.2 Hardware Replacement.** Advanced hardware exchange is included if specified on Exhibit A, or during the warranty period, for defective parts that fail when used under normal operating conditions. Replacement parts and products may be new, remanufactured or refurbished. Any removed parts and/or products will become the property of Hiscall.

**4.3 Software Upgrades, Updates, and Service Packs.** A Manufacturer Support plan, if available, is a required element of any Hiscall Support Agreement, to insure access to software and firmware updates, as well as Manufacturer support engineers. At any time, Customer may contact Hiscall at no additional charge with questions about available Upgrades, Updates, or Service Packs. At the Customer request, Hiscall will perform the installation of a customer-installable Update, subject to Customer approval of the standard Hiscall hourly rate for the resources provided.

**4.4 Remote Monitoring & Alarm Notification.** Hiscall will provide 24x7 alarm monitoring when applicable SMART Alarm System will diagnose and attempt to resolve system-generated alarms. Unresolved alarms will automatically be routed to a Hiscall Services personnel for additional troubleshooting and diagnostics.

**4.5 Service Response.** Response time for major outages, as defined below, will be within four (4) business hours. Response time for minor outages will be within eight (8) business hours. Upon receipt of a service request, Hiscall shall perform troubleshooting and diagnostics via telephone or on-demand remote connection, to isolate the issue and determine whether the Supported Product is working in accordance with the Manufacturer's standard and published documentation.

*Major Outage Definition:* The supported product is operating with severely reduced functionality causing significant impact to the Customer's business operations, or the loss of service impacting more than twenty-five percent (25%) of all users at a single site.

*Minor Outage Definition:* The supported product is operating with reduced functionality or the loss of service impacts less than twenty-five percent (25%) of all users at a single site.

**4.6 On-site Support.** If alarms cannot be cleared remotely, Hiscall will dispatch a field technician to the Customer's site. Customer's Approval of Hiscall hourly rates is required if Customer requests on-site support outside the hours of the Agreement.

**4.7 Standard Work Hours.** Hiscall standard work hours are Monday – Friday, 8:00 AM – 5:00 PM, in the time zone of the System location, excluding Hiscall-observed holidays, which include New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**4.8 Overtime Hours.** Monday – Friday, anytime outside of standard work hours; or anytime on Saturday, excluding holidays. Work performed during Overtime Hours, in addition to or outside the scope of the Project or Agreement, shall be invoiced at 1.5 times the standard rate for the resource provided.

**4.9 Premium Time.** Anytime on Sunday or a Hiscall-observed holiday. Work performed during Premium Time that is in addition to or outside the scope of the Project or Agreement shall be invoiced at two times the standard rate for the resource provided.

## **5.0 Exclusions**

**5.1 Consumables.** Items including but not limited to headsets, remote controls (TV & Video), printer ribbons or ink, back-up media, wall brackets, mounting kits, faceplates, bezels, blank panels, designation strips, technical documentation, labels, or other accessories are not covered by Hiscall Warranty or Support Agreement.

**5.2 Customizations.** System features, reports, or applications customized or administered for Customer application are excluded.

**5.3 Other.** Damage, deterioration, or malfunction resulting from misuse, abuse, accident, fire, water, lightning, electrical surge, or other acts of nature are not covered by Hiscall Warranty or Support Agreement.

## **6.0 Term**

**6.1 Commencement.** Warranty begins on the date product is first shipped to Customer. Support term commences when the Warranty expires. If no Warranty applies and no Commencement Date is specified, the Support term shall begin on the date Hiscall accepts this agreement.

**6.2 Cancellation Requests.** Cancellation requests made after equipment, software, or services have been ordered, shall be subject to a restocking fee equal to 20% of the purchase price, plus any additional expenses incurred by Hiscall to that point. Hiscall Support Agreement may be cancelled by either party without penalty, with 60-days' written notice.

**6.3 Obligation to Pay.** Cancellation of the contract will not negate the obligation of the customer to pay Hiscall for non-recoverable expenses incurred prior to the cancellation notice. Work performed before such notice, or required to de-install, remove or return equipment or software shall be invoiced at the billing rate stipulated in the Quote or Purchase Agreement. Early termination of the Manufacturer's Support element does not entitle customer to a refund of any pre-paid monies for that element.

**6.4 Equipment or Software Returns.** Equipment must be returned in original unopened vendor shipping container, with all piece parts in working order and new condition. Customer shall be liable for the full price of any equipment that cannot be returned to the original vendor or restocked for future sale. In some cases, software cannot be returned to the original vendor. In such cases, the customer will be liable for the full license fee.

## **7.0 Payment Terms**

**7.1 Payments.** For "Block of Service" agreements, full payment is due prior to delivery. For all other purchases, unless otherwise agreed in writing, 50% is due with signed Quote or Purchase Agreement, with balance due, plus applicable shipping and taxes, upon installation completion.

**7.2 Lease Agreements.** Customer may lease some or all of the Products and Services through a third party. Hiscall shall cooperate with respect to any reasonable lease arrangement. In such cases, payment terms of the lease agreement will supersede terms set forth in section 7.1.

**7.3 Additions.** Support for all add-on purchases pro-rated for the remaining term, at then-current rate.

**7.4 Project Delays.** For project delays greater than thirty (30) days, progress payments may be required based on material delivered, services provided, and incurred costs at the time of the delay.

## **8.0 Limitation of Liability.**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, COST OF COVER, OR PERFORMANCE. THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE UNDER THE AGREEMENT IN THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM, OR \$ 100,000, WHICHEVER IS THE LESSER AMOUNT. THE LIMITATIONS OF LIABILITY IN THIS SECTION WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT,

**HISCALL, INC.**

TORT, OR OTHERWISE. HOWEVER, THIS LIMITATION WILL NOT APPLY IN CASES OF WILLFUL MISCONDUCT OR PERSONAL INJURY. THE LIMITATIONS OF LIABILITY IN THIS SECTION ALSO WILL APPLY TO ANY LIABILITY OF OFFICERS, EMPLOYEES, AGENTS, AND SUPPLIERS.

#### 9.0 Miscellaneous

**9.1 No Solicitation.** During the period of time that Hiscall provides Services to the Customer, and for one (1) year after the completion of the Services provided, neither Hiscall nor Customer shall solicit for employment the employee of the other party, prior to the written consent of the other party. Nothing in this paragraph will restrict the right of Hiscall or the Customer to solicit or recruit generally in the media, or the right to hire, without written consent, any person who answers any advertisement or who otherwise voluntarily applies for hire without having been personally solicited or recruited.

**9.2 Entire Agreement; Severability.** These Terms and Conditions are the entire agreement between Customer and Hiscall with respect to services provided by Hiscall, and supersede any other verbal or written communications, including the terms of any Customer-provided Purchase Order. If any provision of these Terms and Conditions is held invalid, the remainder of these Terms and Conditions will continue in full force and effect.

**9.3 Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Tennessee.

**9.4 E911 REQUIREMENTS.** THE FEDERAL COMMUNICATIONS COMMISSION (FCC) REQUIRES THAT A DISPATCHABLE LOCATION BE IDENTIFIED AND DELIVERED TO THE PUBLIC SAFETY ANSWERING POINT (PASP) WHEN PLACING A 911 CALL. HISCALL WILL PROVIDE A DISPATCHABLE LOCATION WHEN IMPLEMENTING NEW TELEPHONE SERVICE. IT IS THE CUSTOMER'S SOLE RESPONSIBILITY TO UPDATE THE REGISTERED 911 ADDRESS FOR ANY DEVICE THAT HAS CHANGED LOCATIONS. AT CUSTOMER'S REQUEST, HISCALL WILL PROVIDE SUPPORT IN UPDATING A NEW REGISTERED 911 ADDRESS.

THE PARTIES HAVE CAUSED THE AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES WITH THE INTENT TO BE LEGALLY BOUND, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED.

CHEATHAM COUNTY HEALTH DEPARTMENT

HISCALL INC.

BY: \_\_\_\_\_  
Authorized Signature

BY: \_\_\_\_\_  
Authorized Signature

NAME: \_\_\_\_\_  
Typed or Printed Name

NAME: \_\_\_\_\_  
Typed or Printed Name

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

RESOLUTION: 12

RESOLUTION TITLE: To Appoint Allen Kulkin To The Library Board Of Trustees

DATE: January 27, 2025

MOTION BY: Mr. David Anderson

SECONDED BY: Ms. Diana Lovell

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 27<sup>th</sup> day of January 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, Allen Kulkin is appointed to the Library Board of Trustees for a term beginning 02/01/2025 and ending 06/30/2027.

RECORD: Approved by voice vote 2 Absent

David Anderson

Bill Powers

Calton Blacker

Walter Weakley

Randy Noe

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr. Absent

Chris Gilmore

James Hedgepath

B.J. Hudspeth

Mike Breedlove Absent

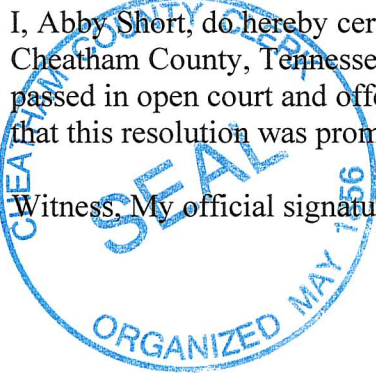
CHEATHAM COUNTY MAYOR'S REMARKS:

Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 31<sup>st</sup> day of January 2025.



Abby Short, County Clerk

RESOLUTION: 13

RESOLUTION TITLE: To Establish The Cheatham County Cares Committee

DATE: January 27, 2025

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 27<sup>th</sup> day of January 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, to establish the Cheatham County Cares Committee to include the following members:

Kerry McCarver- County Mayor  
Gerald Greer - Ashland City Mayor  
Todd Verhoven - Kingston Springs Mayor  
Bill Anderson - Pleasant View Mayor  
Charles Morehead -Pegram Mayor  
Margaret Brady -Atty/ Eden center  
Tim Williamson -Commissioner  
Tim Binkley -Sheriff  
Chris Gilmore -Commissioner/ Sheriffs Dept  
Jimmy Hedgepath -Commissioner  
Shanon Heflin-Sheriffs Dept  
Anthony Clark -Quintenn Clark Foundation  
Troy Sandifer - Hustle Recovery  
Diana Lovell -Commissioner  
Mary Littleton -State Representative  
Ray Crouch -District Attorney  
Valorie Kemp -Acct  
Hope center  
Celebrate recovery  
Phil Maxey- Judge  
Brandy Harter -Recovery Court

RECORD: Approved by voice vote 2 Absent

David Anderson

Bill Powers

Calton Blacker

Walter Weakley

Randy Noe

Diana Pike Lovell

Tim Williamson

Eugene O. Evans, Sr. Absent

Chris Gilmore

James Hedgepath

B.J. Hudspeth

Mike Breedlove Absent

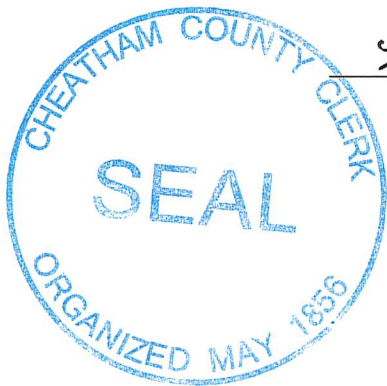
CHEATHAM COUNTY MAYOR'S REMARKS:

  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 31<sup>st</sup> day of January 2025.



  
Abby Short, County Clerk



RESOLUTION: 14

RESOLUTION TITLE: Consent Calendar

DATE: January 27, 2025

MOTION BY: Ms. Diana Lovell

SECONDED BY: Mr. David Anderson

COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 27<sup>th</sup> day of January 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, the following Consent Calendar and applicants for Notary Public are approved:

Notaries

*Cindy Beirnes*  
*Amy Bradford*  
*David L. Cooper*  
*Amy A. Harris*  
*Tracy D. Noe*  
*Michael Saggio*  
*Dorris E. Starkey*

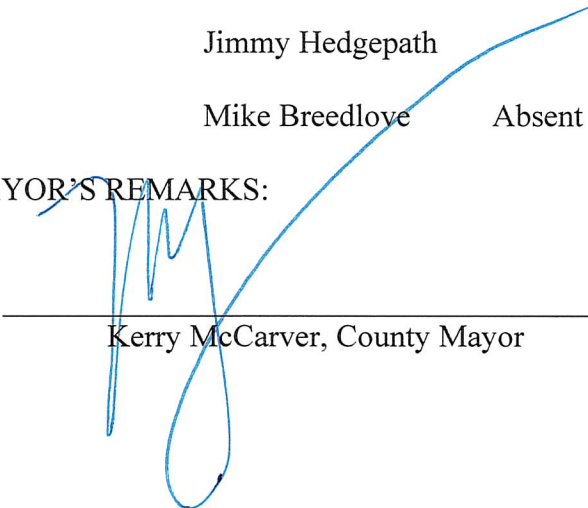
*Jessica L. Billeter*  
*Lana Canada*  
*Lara Culberson*  
*Kara J. Krantz*  
*Krystal A. North*  
*Dora Leigh Salinas*

*Cynthia A. Bowker*  
*Ariel Clark*  
*Kaytlyn N. Dodson*  
*Peggy Ann Martin*  
*Larry J. Roberts*  
*Troy N. Scott*

RECORD: Approved by voice vote 2 Absent

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Randy Noe	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr. Absent
Chris Gilmore	Jimmy Hedgepath
B.J. Hudspeth	Mike Breedlove Absent

CHEATHAM COUNTY MAYOR'S REMARKS:



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Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 31<sup>st</sup> day of January 2025.



  
\_\_\_\_\_  
Abby Short, County Clerk

RESOLUTION: 15  
RESOLUTION TITLE: Adjourn  
DATE: January 27, 2025  
MOTION BY: Mr. Walter Weakley  
SECONDED BY: Mr. Bill Powers

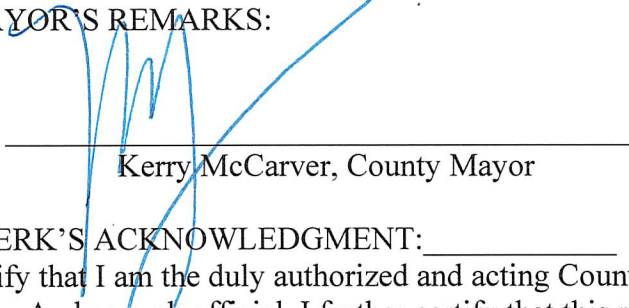
COMPLETED RESOLUTION:

BE IT THEREFORE RESOLVED, That the Cheatham County Legislative Body meeting in Regular Session this the 27<sup>th</sup> day of January 2025 in the General Sessions Courtroom at the Courthouse in Ashland City, Tennessee, WHEREAS, there being no further business to conduct the meeting is adjourned at 7:37 P.M.

RECORD: Approved by voice vote 2 Absent

David Anderson	Bill Powers
Calton Blacker	Walter Weakley
Randy Noe	Diana Pike Lovell
Tim Williamson	Eugene O. Evans, Sr. Absent
Chris Gilmore	James Hedgepath
B.J. Hudspeth	Mike Breedlove Absent

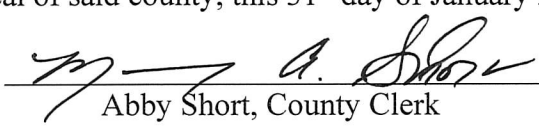
CHEATHAM COUNTY MAYOR'S REMARKS:

  
\_\_\_\_\_  
Kerry McCarver, County Mayor

CHEATHAM COUNTY CLERK'S ACKNOWLEDGMENT: \_\_\_\_\_

I, Abby Short, do hereby certify that I am the duly authorized and acting County Clerk of Cheatham County, Tennessee. And as such official, I further certify that this resolution was duly passed in open court and offered for signature to the Honorable Kerry McCarver, County Mayor; that this resolution was promptly and fully recorded and is open to public inspection.

Witness, My official signature and seal of said county, this 31<sup>st</sup> day of January 2025.

  
\_\_\_\_\_  
Abby Short, County Clerk

