

AGENDA
RHEA COUNTY COMMISSION WORKSHOP
CONFERENCE ROOM, PHIL SWAFFORD BUILDING
TUESDAY, NOVEMBER 14TH, 2023, 6:00 P.M.

1. Prayer
2. Pledge To Flag
3. Discuss Watts Bar Recreational Area. -Nick Welch
4. Discuss setting aside area for Veterans Memorial at Delaware development. -Mark Cashman/Sandy Fransisco
5. Discuss Volunteer Fire Equipment Grant. -EMA Director
6. Discuss FireHouse Subs Grant. -EMA Director
7. Discuss Burn Ban. -EMA Director
8. Discuss surplus items. -Jim Vincent
9. Discuss policy and procedure revisions and updates.-Billy Thedford
- 10.Public comments
- 11.County Official comments
- 12.County Executive comments
- 13.Commissioner comments
- 14.Adjourn

Commission Meeting
Tuesday, November 21, 2023, 6:00 P.M.



DELEGATED GRANT AUTHORITY

Agency Tracking # 33501-242548	Edison ID 80729	Begin Date November 1, 2023	End Date March 31, 2025
Edison ID of prior, similar DGA (if any) 76166		Last possible Start Date of authorized grant contracts March 30, 2024	

Service Caption

To establish a grant program for awarding funds to Tennessee volunteer fire departments for the purchase of firefighting equipment or to meet local match requirements of federal grants for the purchase of firefighting equipment and training.

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Maximum Liability
2024	\$10,000,000.00				\$10,000,000.00
TOTAL:	\$10,000,000.00				\$10,000,000.00

Each grant contract will establish the following type of relationship:

SUBRECIPIENT RECIPIENT

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

J. Paul Hartbarger

CPO USE – DGA


Speed Chart (optional)	Account Code (optional)
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DELEGATED GRANT AUTHORITY

This Delegated Grant Authority application ("DGA"), if approved in accordance with Central Procurement Office rules, policies, and procedures, shall authorize the applicant state agency ("Grantor State Agency") to execute grant contracts for a particular program or programs without individual, independent approval, PROVIDED THAT all grant contracts are within the limits, guidelines, and conditions of this DGA. The Grantor State Agency shall attach a copy of the proposed grant contract(s) that will be used under the DGA. If the proposed grant contract or contracts include modifications or additions to grant contract templates or models, redline the modifications or additions in the attachment(s) and include an approved Rule Exception Request ("RER").

Grantor State Agency:	Department of Commerce and Insurance	
Service Caption:	To establish the Volunteer Firefighter Equipment and Training Grant Program to annually provide grants to select volunteer fire departments to be used for the purchase of firefighting equipment or to meet local match requirements of federal grants for the purchase of firefighting equipment and training, as set forth in Tenn. Code § 68-102-154 <i>et seq.</i>	
A. What will be the maximum number of individual grant contracts?		575
B. What will be the maximum term of an individual grant contract? The term of any individual grant contract cannot extend beyond the approved DGA's end date. An approved DGA may remain in force and effect for up to twelve (12) months unless an approved Rule Exception Request for the DA or DGA templates is obtained.		12 months
C. What is the justification to extend the DGA in excess of twelve (12) months? Please only complete if the Delegation is exclusively federally funded and the term is in excess of twelve (12) months. Include a description of the Federal funds in the justification. <input type="checkbox"/> Please check this box if there are no restrictions in the federal notice of award on the use of funds beyond the first year of the grant. Brief justification and an explanation of any restrictions HERE:		This Grant program has a significantly higher budget than previous years. Allowing the DGA to extend for longer than twelve (12) months provides the Department of Commerce and Insurance adequate time to distribute the grant awards.
D. What will be the maximum amount of an individual grant contract? This amount may not exceed five million dollars (\$5,000,000) unless an approved RER is obtained.		\$3,333,333.34
E. What is the maximum liability of the Delegated Grant Authority? This amount may not exceed ten million dollars (\$10,000,000) unless an approved RER is obtained.		\$ 10,000,000.00
F. GRANTOR STATE AGENCY DECLARATION:		
1. Each of the following is true and applicable:		
a) The program needs and general categories of services are such that adequate guidelines can be developed to direct the Grantor State Agency in competitively or impartially awarding a number of similar grants; and		

Grantor State Agency:	Department of Commerce and Insurance
Service Caption:	To establish the Volunteer Firefighter Equipment and Training Grant Program to annually provide grants to select volunteer fire departments to be used for the purchase of firefighting equipment or to meet local match requirements of federal grants for the purchase of firefighting equipment and training, as set forth in Tenn. Code § 68-102-154 <i>et seq.</i>
<p>b) The individual grant contracts involved will be of such uniformity and standardization of processes, procedures, and contract terms that individual, independent, and prior approval is unnecessary and impractical.</p> <p>2. The summary cover sheet correctly records the requested delegated authority period in which every grant contract must begin as well as the relationship (as defined by Central Procurement Office Policy 2013-007) that each grant contract will create.</p> <p>3. The Grantor State Agency will select grantees in strict accordance with a pre-defined, competitive or impartial process. This process is detailed in Attachment 1.</p> <p>4. The Grantor State Agency will draft each grant contract with the exact “scope of services” detailed in Attachment 2, and in compliance with the form and content required by the appropriate grant contract templates and models in effect at the time that each grant contract is drafted. Each grant contract must include a completed summary cover sheet attached at the front of each copy.</p> <p>5. The Grantor State Agency will ensure that every grant contract entered into under the Delegated Grant Authority:</p> <ul style="list-style-type: none"> a) Has sufficient funds budgeted and available; b) Complies with: Tennessee laws and regulations; Central Procurement Office rules and policies; program policies, rules, and regulations; and any federal laws, rules, regulations, and requirements; c) Shall not create an employer/employee relationship as prohibited by the Tenn. R. & Regs. § 0690-03-01-.17; d) Shall not procure goods, materials, supplies, equipment, or services EXCEPT as provided in this Delegated Grant Authority; and e) Shall not provide for the payment of any amount directly or indirectly to an employee or official of the State. <p>6. The Grantor State Agency will retain records to document that every grant contract has been executed in accordance with the limits, guidelines, and conditions specified in this Delegated Grant Authority.</p> <p>7. The Grantor State Agency will provide all such reports and information relating to the executed grant contracts under this Delegated Grant Authority as may be requested by state officials.</p> <p>8. The Grantor State Agency shall attach a copy of the proposed grant contract(s) that will be used under the DGA. If the proposed grant contract or contracts include modifications or additions to grant contract templates or models, redline the modifications or additions in the attachment(s) and include an approved Rule Exception Request (“RER”).</p>	
<p>IN WITNESS WHEREOF, and by signature below, I certify that all information in this DGA is, to the best of my knowledge, accurate and represents the limits, guidelines, conditions,</p>	

Grantor State Agency:	Department of Commerce and Insurance
Service Caption:	To establish the Volunteer Firefighter Equipment and Training Grant Program to annually provide grants to select volunteer fire departments to be used for the purchase of firefighting equipment or to meet local match requirements of federal grants for the purchase of firefighting equipment and training, as set forth in Tenn. Code § 68-102-154 <i>et seq.</i>
and procedures that the Grantor State Agency shall follow in executing each grant contract.	
 Carter Lawrence (Oct 2, 2023 09:00 CDT)	Oct 2, 2023
Carter Lawrence, Commissioner	Date

ATTACHMENT 1

PRE-DEFINED GRANTEE SELECTION & GRANT AMOUNT DETERMINATION PROCEDURES

The Grantor State Agency will select grantees in strict accordance with a pre-defined, competitive or impartial process described below. The Grantor State Agency shall retain records to show the clearly competitive or impartial basis of each grant contract executed, including documentation that each grant contract under this Delegated Grant Authority was executed in accordance with the grantee selection and grant contract amount determination procedures below.

The State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as "the State," will open a solicitation for Tennessee volunteer fire departments. A Volunteer Firefighter Equipment and Training Grant Program Application will be provided to all Tennessee volunteer fire departments, as part of the solicitation, via electronic mail and posted on the State Fire Marshal's Office website at <https://www.tn.gov/commerce/fire-prevention.html>.

Any department wishing to apply will be advised to submit an application to the State through the link posted on the State Fire Marshal's Office website. The State will evaluate all applications received in accordance with the criteria specified in the solicitation documentation, Tenn. Code Ann. § 68-102-154 et seq., and Tenn. Comp. R. & Regs 0780-02-24. Each applicant shall be required to:

1. Be recognized by the State Fire Marshal's Office pursuant to T.C.A. § 68-102-304; and
2. Be classified as a volunteer fire department by Tennessee Fire Incident Reporting System ("TFIRS"); and
3. Complete and submit the application posted by the Department of Commerce & Insurance on the State Fire Marshal's Office website through the posted link by the date and time specified in the application.

The evaluation process is designed to award grants to volunteer fire departments who meet the mandatory requirements, and who demonstrate the greatest need for grant funds. Each application will be evaluated and scored by three (3) State employees who were not involved in the grant criteria creation, rubric testing, or any other aspect of the grant stipulations. Applications will then be ranked by their total combined score and will be presented to the selection committee.

The selection committee will be comprised of seven (7) members: three (3) representatives from the Tennessee Fire Chief's Association, three (3) representatives from the Tennessee Firemen's Association, and the Assistant Commissioner of Fire Prevention. The representatives from the associations shall be from the three (3) grand divisions (East, Middle, and West) of the state.

The committee will review the recommended applications and decide how funds will be dispersed by majority vote, ensuring that such funds are equally distributed amongst the three (3) grand divisions. If there are any remaining funds available, then these funds will be assigned to the remaining eligible applicants with the highest combined score. This process will continue until all available funds have been assigned.

The template application and application instructions are attached below for reference as Attachments 2-4.

ATTACHMENT 2

EXACT GRANT CONTRACT SCOPE OF SERVICES TEXT

Insert the exact scope of services ("Scope") that will be used in executed grant contracts. If the Grantor State Agency wishes to use more than one Scope, insert all Scopes and clearly identify each Scope and when it will be used.

The Scope describes the services and deliverables that the Grantee must provide. It must specify all associated functional and technical requirements. The Grantor State Agency may include payment terms outside of Section C with an approved Rule Exception Request.

The Grantor State Agency head or designee signifies by signing this DGA that all information in this DGA is, to the best of his or her knowledge, accurate and represents the limits, guidelines, conditions, and procedures that the Grantor State Agency shall follow in executing each grant contract.

See GR and GG contract templates in Attachment 6.

ATTACHMENT 3



STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE

SOLICITATION #33501-232533

For the Volunteer Firefighter Equipment and Training Grant Program

1. INTRODUCTION

The State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as "the State," has issued this Solicitation with the intent of awarding grant contracts to grantee recipients of the Volunteer Firefighter Equipment and Training Grant Program in accordance with Tenn. Code Ann. § 68-102-154 and Tenn. Comp. R. & Regs 0780-02-24.

1.1 Statement of Purpose

In accordance with Tenn. Code Ann. § 68-102-154, a grant program has been established for the purpose of awarding funds to grantee recipients of the Volunteer Firefighter Equipment and Training Grant Program.

2. SCOPE OF SERVICE, CONTRACT PERIOD, TERMS AND CONDITIONS

The GR or GG Contracts attached to this Solicitation (Attachment 6) represent the contract document that the contractor selected by the State must sign. It specifically details the State's required:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and
- Special Terms and Conditions (Section E).

3. PROCUREMENT SCHEDULE

The following schedule represents the State's best estimates for this procurement, however, the State reserves the right, at its sole discretion, to adjust the schedule at any time, or to cancel or reissue a similar application.

EVENT	TIME (CST)	DATE
1. Application Issued		November 1, 2023
2. Disability Accommodation Request Deadline	2:00 p.m.	November 6, 2023
3. Informational Event (webinar, held by Michelle Price)	6:00 p.m.	November 6, 2023
4. Written "Questions & Comments" Deadline	2:00 p.m.	November 17, 2023
5. State Response to Written "Questions & Comments"		November 22, 2023
6. Application Assistance Deadline	6:00 p.m.	November 28, 2023
7. Application Response Deadline	12:00 p.m.	November 30, 2023

8. State Completion of Technical Response Evaluations		January 4, 2024
9. Selection Committee		January 8-10, 2024
10. State Notice of Intent to Award Released and Solicitation Files Opened for Public Inspection	2:00 p.m.	January 19, 2024
11. End of Open File Period		January 26, 2024
12. State sends Grant Contract to Volunteer Fire Department for signature		February 2, 2024
13. Volunteer Fire Department Signature Deadline	2:00 p.m.	February 16, 2024

4. GENERAL INFORMATION & REQUIREMENTS (and its subsections)

- 4.1. **Nondiscrimination.** No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this solicitation or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion (subject to Tennessee Code Annotated, Sections 4-21-401 and 405), sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee pursuant to this solicitation shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- 4.2. **Communications.** Reference Solicitation # 33501-232533, in all communications relating to this application, and direct any such communications to the following person designated as the Solicitation Coordinator.

Michelle Price, Director of Education & Outreach
 Department of Commerce and Insurance
 500 James Robertson Parkway
 Davy Crockett Tower
 Nashville, Tennessee 37243
 Email: ci.procurement@tn.gov
 Phone: (629)259-1713
hours of availability: 12:00pm-6:00pm CT

Unauthorized contact about this solicitation with other employees or officials of the State of Tennessee may result in disqualification from consideration as a grantee.

Notwithstanding the foregoing, potential Grantees may also contact the following as appropriate:

- staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, women-owned, and small businesses as well as general, public information relating to this solicitation; and
- the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Maliaka Bass, Deputy General Counsel, General Civil Division
 Department of Commerce and Insurance
 500 James Robertson Parkway
 Davy Crockett Tower
 Nashville, Tennessee 37243
 Email: maliaka.bass@tn.gov
 Telephone: (615) 741-9594

- 4.3. **Conflict of Interest.** The State shall not consider an offer from, and this solicitation shall not result in a Grant Contract with:
- an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee or who is a volunteer member of a State board or commission that votes for, lets out, overlooks, or any manner superintends the services being procured in this solicitation;
 - a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee (this will not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than two percent (2%) of the total outstanding amount of the stocks or bonds of the issuing entity);
 - a company, corporation, or any other contracting entity which employs an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
 - any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this solicitation or its scope of services (such person or entity being deemed by the State as having information that would afford an unfair advantage).

For these purposes, the State will deem an individual to be an employee of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.

- 4.4. **Disclosure of Proposal Contents.** All materials submitted to the State in response to this solicitation become the property of the state of Tennessee. Selection for award does not affect this right. Upon completion of evaluations, indicated by the award notification (refer to section 3, above), the full contents and associated documents submitted in response to this solicitation will be open for review by the public. By submitting an application response, a potential Grantee acknowledges and accepts that the full contents and associated documents submitted in response to this solicitation will become open to public inspection.
- 4.5. Before the Grant Contract resulting from this solicitation is signed, the apparent successful Grantee must be registered with the Department of Revenue for the collection of Tennessee sales and use tax or exempt from such registration. The State shall not approve a contract unless the Grantee provides proof of such registration or proof of exemption. The apparent successful Grantee must further maintain an active Edison Supplier ID and have completed any and all training as required by the Department. The foregoing are mandatory requirements of an award of a contract pursuant to this Solicitation.

5. APPLICATION RESPONSE REQUIREMENTS

- 5.1. When the State opens the Volunteer Firefighter Equipment and Training Grant, a link to the grant application system will be posted on the State Fire Marshal's Office website at <https://www.tn.gov/commerce/fire-prevention.html>. Any department wishing to apply will be advised to submit an application to the State. The State will evaluate all applications received in accordance with the criteria specified in the solicitation documentation, Tenn. Code Ann. § 68-102-154 et seq., and Tenn. Comp. R. & Regs 0780-02-24.
- 5.2. Volunteer Firefighter Equipment and Training Grant Program Application (Attachment 5) details specific mandatory requirements for an applicant in response to this grant application.

- 5.3. **Application Response Prohibitions.** An applicant must respond only as required by this grant application document.

The State may determine an applicant to be non-responsive and ineligible for grant award if it fails to address all items, organize, and properly reference the Volunteer Firefighter Equipment and Training Grant Program Application.

- 5.4. **Application Response Delivery.** No later than the Application Response Deadline (refer to Solicitation #33501-232533, Section 3, Schedule of Events above), a potential Grantee must submit to the State ALL documentation required for the Volunteer Firefighter Equipment and Training Grant Program Application in response to this Solicitation. It must be submitted through the grant application system linked on the State Fire Marshal's Office website at [Tennessee Fire Marshal's Office: Grant Opportunities \(tn.gov\)](http://Tennessee Fire Marshal's Office: Grant Opportunities (tn.gov)).

- 5.5. **Applicant Prohibitions.** An application in response to this solicitation **MUST NOT**:

- include the Applicant's own contract terms and conditions;
- restrict the rights of the State or otherwise qualify either the offer to deliver services as required by this Solicitation; or
- include, for consideration in this procurement process or subsequent contract negotiations, incorrect information that the Applicant knew or should have known was materially incorrect.

6. EVALUATION & GRANT AWARD

- 6.1. The evaluation process is designed to award grants to volunteer fire departments who meet the mandatory requirements, and who demonstrate the greatest need for grant funds. An evaluation team will evaluate all responses received in accordance with the criteria specified in this DGA.

6.2. Evaluation Process & Maximum Points

All applications received before the deadline will be reviewed to confirm that the applicants meet the basic mandatory requirements (Solicitation #33501-232533, Technical Evaluation & Response Guide, Attachment 4, Section A) for the grant program.

The Technical Evaluation & Response Guide, Attachment 4, Section A, includes mandatory requirement items. Mandatory requirement items are those required by Tenn. Code Annotated § 68-102-154, by Tenn. Comp. R. & Regs. 0780-02-24, or by the State for the disbursement of funds.

If the Solicitation Coordinator determines that an application fails to meet one or more of the mandatory requirements, the evaluation team will review the response and document the team's determination of whether:

- a. the response adequately meets the application requirements for further evaluation;
- b. the State will request clarifications or corrections for consideration prior to further evaluation; or
- c. the State will determine the response to be non-responsive to the application and reject it.

All eligible applications will then be evaluated using the established scoring criteria (Solicitation #33501-232533, Technical Evaluation & Response Guide, Attachment 4, Section B). The Technical Evaluation & Response Guide, Attachment 3, Section B, includes additional items. Additional Items are those which will demonstrate an applicant's need for award funding. Such items are not mandatory for consideration.

Each eligible application will be evaluated and scored by three (3) state employees who were not involved in the grant criteria creation, rubric testing, or any other aspect of the grant

stipulations. Points will be awarded for each additional item that is included within an application. The maximum point total is ninety (90) points. Applications will be ranked by their total combined score and will be presented to the selection committee.

6.3. Grant Award Process

The selection committee will be comprised of seven (7) members: three (3) representatives from the Tennessee Fire Chief's Association, three (3) representatives from the Tennessee Firemen's Association, and the Assistant Commissioner of Fire Prevention. The representatives from the associations shall be from the three (3) grand divisions of the state.

The committee will review the recommended applications and decide how funds will be dispersed by majority vote, ensuring that such funds are equally distributed amongst the three (3) grand divisions and that qualified applications that request match requirements of federal grants for the purchase of firefighting equipment and training, as required by Tenn. Code Ann. § 68-102-154, are granted. If there are remaining funds available, then funding will be assigned to the remaining eligible applicants with the highest combined score. This process will continue until all available funds have been assigned.

The State will issue a Notice of Intent to Award identifying the apparent Grantees.

NOTICE: The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent Grantee or any other Respondent. State obligations pursuant to a grant award shall commence only after the Grant Contract is signed by the State agency head and the Grantee and after the Grant Contract is approved by all other state officials as required by applicable laws and regulations.

The Grantees identified as Grant Awardees must sign a contract drawn by the State pursuant to this grant application. The Grant Contract shall be substantially the same as Attachment 6, GR or GG Contract. The Grantee must sign the contract by the Grantee Signature Deadline detailed in the Solicitation #33501-232533, Section 3, Schedule of Events above.

- 6.4. **Next Ranked Applicant.** If the Grantee fails to provide the signed Grant Contract and the supporting documentation as provided above by the Grantee Signature Deadline, the State may determine that the Respondent is non-responsive to this grant application and reject the application response. The State reserves the right to award the Grant Contract to the alternate Grantee should a Grantee fail to submit the required supporting documentation by the Grantee Signature Deadline detailed in Solicitation #33501-232533, Section 3, Schedule of Events above.

7. GRANT PAYMENT

- 7.1. The State shall not be liable for payment of any type associated with the Grant Contract resulting from this application process (or any amendment thereof) or responsible for any goods or services purchased by the Grantee, even goods or services purchased in good faith even if the Grantee is orally directed to proceed with the purchase of goods or services, if it occurs before the Grant Contract Effective Date or after the Grant Contract Term.
- 7.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Grant Contract resulting from this grant application process (refer to Solicitation #33501-232533, Attachment 6, GR or GG Contract, Section C).

ATTACHMENT 4

TECHNICAL RESPONSE & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. Applicant must address all items detailed below and provide the information and documentation as required.

Section A –Mandatory Requirement Items	Pass/Fail
Recognition by the State Fire Marshal's Office pursuant to T.C.A. § 68-102-304	
Classification as a volunteer fire department by TFIRS	
Complete application to be received by the Department of Commerce & Insurance by date and time specified	
Compliance with T.C.A. § 68-102-111 Fire Reporting Requirements	

SECTION B: ADDITIONAL ITEMS. Additional consideration will be given to applicants that satisfy the items detailed below.

Section B –Additional Items	Point Value
<i>County Economic Status pursuant to Ability to Pay designated by the University of Tennessee as of July 2022*:</i>	
Ability to Pay 1-29	15
Ability to Pay 30-59	12
Ability to Pay 60-89	5
Ability to Pay 90-100	2
Involvement in one of the following programs: (1) Sound Off, (2) "Close The Door!" Campaign, (3) "Get Alarmed TN!" or any other program offered by the Fire Prevention Division's Education & Outreach section.	5
Compliance with filing of annual financial requirements pursuant to T.C.A. § 68-102-309	5
Applicant meets all minimum training requirements established in T.C.A. § 4-24-112(a)-(e)	5
Complete Fire Department Active Roster	5
High Priority Item requested	15
Current PPE ten (10) or more years old	5
<i>Membership Composition</i>	
50%-75% volunteer	3
Great than 75% volunteer	5
<i>Number of Series 100 fires reported through NFIRS that were responded to in the past three (3) years:</i>	
0-10	1
11-30	2
31-65	3
66-115	4
Greater than 115	5

Did not receive any funding through this program in previous three (3) calendar years	10
Did not receive \$7,500 or more in funding through this program in previous three (3) calendar years	5
Total	80

*Found at <https://utextensionced.tennessee.edu/ability-to-pay-index/>

ATTACHMENT 5

VOLUNTEER FIREFIGHTER EQUIPMENT AND TRAINING GRANT PROGRAM APPLICATION

Application Instructions:

The Applicant must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references).

In addition to the items below, the State will review each offer for compliance with all solicitation requirements, including but not limited to:

- The Grant Application must be submitted to the State no later than the specified deadline;
- The Grant Application must be submitted as required; and
- The Grant Application response must NOT contain any qualification, limitation, or other restrictions.

See the Volunteer Firefighter Equipment and Training Grant Program Application below.



Volunteer Firefighter Equipment and Training Grant Program Application



Application – Checklist

The Volunteer Firefighter Equipment and Training Grant program establishes a fund for volunteer fire departments to utilize for necessary equipment and training. The funds can be used to meet federal grant matching requirements for firefighting equipment and training or for local purchases of firefighting equipment. For additional information regarding the Program, please refer to the rules at <https://publications.tnsosfiles.com/rules/0780/0780-02/0780-02-24.20200921.pdf>.

Eligible volunteer fire department must have a valid recognition certificate from the State Fire Marshal's Office ("SFMO") and must be staffed by less than 51% full-time career firefighters. Volunteer fire departments may apply for both the Volunteer Firefighter Equipment and Training Grant Program and the Rescue Squads Grant Program. However, a volunteer fire department may only receive an award from one of the programs.

All applications must be complete and received by the SFMO by November 30, 2023, at 4:00 p.m. (CST).

Completing this checklist will help you prepare your Volunteer Firefighter Equipment and Training Grant Program (VFEAT) application. Prior to turning in your application, ensure that you've completed or meet the following:

Verify Eligibility	
<input type="checkbox"/>	Verify that fire department recognition is up-to-date pursuant to TCA § 68-102-304
<input type="checkbox"/>	Verify compliance with the National Fire Incident Reporting System (NFIRS) reporting as pursuant to TCA § 68-102-111
Preference Metrics	
<input type="checkbox"/>	Verify that your fire department is current with annual financial report filings with the Comptroller of the Treasury as pursuant to TCA § 68-102-309
<input type="checkbox"/>	Review training records to ensure personnel meet the minimum training requirements established by TCA § 4-24-112 (a) – (e)
<input type="checkbox"/>	Update information in FDTN*
Required Documents	
<input type="checkbox"/>	Complete form "Application – Grant Information" (pages 2-4 of this document)
<input type="checkbox"/>	Complete form "Application – Roster" (page 5 of this document)
<input type="checkbox"/>	If applying for federal grant match, attach a copy of the award letter
<input type="checkbox"/>	Register as an Edison vendor
<input type="checkbox"/>	Complete State of Tennessee Supplier Direct Deposit Authorization
<input type="checkbox"/>	Complete form W-9

*Fire department information for this grant will be pulled from FDTN. To access this portal, visit tnmap.tn.gov/fdtn/.

If you have any questions regarding the application, please email SFMO.grants@tn.gov.



Fire Department Name: _____ FDID: _____



Application – Grant Information

Fire Department Information

Fire Department Name: _____

FDID: _____ Federal Employer Identification Number (FEIN): _____

Mailing Address: _____

City: _____ Zip: _____ Primary County: _____

Authorized Representative Information

Title: _____ First Name: _____ Last Name: _____

Phone: _____ Email: _____

Department Statistics

Are you current with submission of fire reports, as required by TCA § 68-102-111? Yes No

Fires Reported to NFIRS – Series 100: **2020** _____ **2021** _____ **2022** _____

Amount of money expended to operate your fire department (excluding station construction and vehicle/apparatus acquisition) during fiscal year: **2020** \$ _____ **2021** \$ _____ **2022** \$ _____

How much total funding are you requesting? \$ _____

Are the funds requested going to be used for a federal grant cost share? Yes No

If you are applying for the local cost share of a federal grant, the full award package MUST be attached to this application.

What items are you requesting funding for in this application? How will this grant funding assist your department in improving firefighter safety and protecting lives and property in your jurisdiction?



Fire Department Name: _____ FDID: _____



The final portion of this application asks that you attach a roster of active personnel and specify those who meet Tennessee's minimum firefighter training standard. The roster is optional, but please indicate the following as defined on the final portion as part of a complete application:

Count of career firefighters: _____ Count of volunteer firefighters: _____ Count of volunteer firefighters who meet minimum state training requirements: _____

Application – Grant Information (Equipment Inventory and Request Details)

All items requested must meet the most current applicable NFPA standard. Applicants may attach additional sheets with more information for items that require description.

Item Description <i>(**high priority *medium priority)</i>	Number of Items in Current Inventory	Number of Items to be Replaced with Funding	Avg Age of Items to be Replaced (in years)	Number of New Items to be Added to Inventory with Funding	Total Number of Items Requested (replacement + new)	Item Price (per unit)	Total Cost
Full Set of Turnout Gear including SCBA**						\$ 13,655.00	\$
SCBA Units (harness, face piece, 2 cylinders) **						\$ 9,360.00	\$
Boots**						\$ 505.00	\$
Bunker Coats**						\$ 1,930.00	\$
Bunker Pants**						\$ 1,555.00	\$
Gloves (Firefighting)**						\$ 180.00	\$
Goggles**						\$ 100.00	\$
Helmets**						\$ 800.00	\$
Hoods (Firefighting)**						\$ 120.00	\$
SCBA Spare Cylinders**						\$ 640.00	\$
Federal grant cost share**	Please include a copy of your complete award package with this application.						\$
Air Compressor/Fill Station*						\$ 11,285.00	\$
PPE Washer/Dryer*						\$ 13,270.00	\$
Portable Radios for Firefighters*						\$ 1,385.00	\$
Thermal Imaging Cameras*						\$ 6,250.00	\$
Hose*, describe:						\$ 410.00	\$
Hose Accessories*, describe:						\$	\$
SKID Units						\$ 23,270.00	\$
Other, describe:						\$	\$



Fire Department Name: _____ FDID: _____



Training, describe:	Firefighters that will receive training:		\$	\$
TOTAL AMOUNT REQUESTED:				\$

By signing below, I affirm that the information contained herein is accurate, and I understand that by making a false statement in this application, I am subject to the penalties of perjury pursuant to Tenn. Code Ann. § 39-16-702(a)(4).

Chief Signature: _____ Date: _____

Mack Roll Off
2002
1M2P267C33M066899

Bucket Truck
Ford F700 1993
1FDXK74C8PVA28479

Ford Super Duty 350
1FTSH30L3XLA84766

Van
1GCFG35K0PF344081

Blazer
2002
1GNDDT13W22K187884



Title: Ch. 22.1.02 Leave Program

Document Owner: Jamie Gravitte (Lieutenant)	Date Created: 06/27/2017
Approver(s): Mike Neal (Sheriff)	Date Approved: 10/20/2023

CALEA Standards:
ACA Standards:
NCCHC Standards:

CHAPTER 22

COMPENSATIONS, BENEFITS, AND CONDITIONS OF WORK

SECTION 1.02

LEAVE PROGRAM

22.1.02 LEAVE PROGRAM

INTRODUCTION: This standard describes the various types of authorized leave, protocols for such leaves and a reference guide for employees in regards to different types of authorized leave.

A. General Provisions – Administrative Leave:

1. Administrative leave is a leave of absence from work without the loss of pay and benefits granted to full-time employees when it is determined that such leave is in the best interest of the Sheriff's Office. Employees will be granted administrative leave solely because of incidents or conditions directly related to performance of duty which involve severe emotional trauma, an internal investigation, or a disciplinary matter in accordance with General Orders in Chapter 26

Examples of incidents that may warrant the granting of administrative leave include, but are not limited to, the following:

- a. Use of deadly force
- b. A serious motor vehicle accident



Title: Ch. 22.1.02 Leave Program

- c. Performance of duty resulting in adverse community reaction or media attention.
2. Assignment to administrative leave does not indicate or imply that an employee has acted improperly.
3. Upon returning to duty, the employee may be assigned to "Alternate Duty Assignments," and as deemed appropriate by the Sheriff.
 - a. Gross negligence, refusal to obey the lawful order of a superior, violation of a regulation or a law, or other improper conduct is grounds for denying administrative leave.

Severe Emotional Trauma/Critical Incidents

1. Any supervisor may place a subordinate on administrative leave for a complete or partial tour of duty immediately following the employee's involvement in a traumatic event or critical incident that produces bodily injury to any person or shock which could reasonably be expected to cause the employee to suffer an adverse emotional experience that would likely inhibit or prevent successful job performance. Additionally, any command officer may place any employee on administrative leave for a complete or partial tour of duty in such situations.
2. If deadly force is used by an employee, wherein any person is seriously injured or killed, or other serious incidents involving serious injuries or death deemed as critical incidents by the Sheriff the employee will be placed on administrative leave with pay for a minimum of (5) working days.
3. Employees involved in critical incidents, or who have experienced severe emotional trauma, will be required to attend a diffusing and a debriefing conducted by the Tennessee Public Safety Network. Attendance does not mean



Title: Ch. 22.1.02 Leave Program

an employee is forced to talk during this process however, is required to be present.

4. Supervisors or commanders who place an employee on administrative leave based on emotional trauma or involvement in a critical incident will immediately notify their affected commander of the actions taken and relevant details.
5. The Sheriff may extend administrative leave with pay for emotional trauma or duty-related injuries when in the best interest of the Sheriff's Office or employee.
6. Critical Incident relief from duty with pay should **not** be considered a disciplinary action but an automatic response taken in every case.
7. Administrative leave without pay is covered in the General Orders Manual

B. Paid Leave/Vacation/Sick Time:

Paid leave allows employees time off (accrued biweekly) to use for vacation, personal business and personal illness. It shall be granted to full-time exempt employees, fulltime probationary and permanent employees, and to part-time regular employees.

a. All Full-Time Employees -

Paid leave shall be earned at the rate of 3.36 hours per month during the first five (3) years of service. Beginning with the forth (4th) year of service and continuing through the ninth (9th) year of service, paid leave shall be earned at the rate of 6.67 hours per month. Beginning with the eleventh (10th) year of service and



Title: Ch. 22.1.02 Leave Program

continuing through the nineteenth (19th) year of service, paid leave shall be earned at the rate of 10 hours per month. Beginning with the twentieth (20th) year of service and each year thereafter, paid leave shall be earned at the rate of 13.34 hours per month. There will be no cap on accumulated hours.

Accumulated Paid Leave -

1. Employees discharged from the Rhea County Sheriff's Office shall be paid in full for all accrued time at the time of termination.
2. Full-time employees resigning or retiring from the department may elect to receive a cash settlement, or choose to be placed on terminal leave extending his/her state of employment until all accumulated time is exhausted. This is subject to the Sheriff's approval.
3. Off time for job related injury or illness shall not be deducted from the employee's accrued paid leave. The Sheriff of Rhea County shall grant administration leave (job related), but such leave shall not exceed 6 months within a twelve (12) month period, at which time the Sheriff shall request the Civil Service Board to review the illness or injury and decide whether to grant additional leave. Job related leave under these conditions shall not exceed a one (1) year period. If at



RHEA COUNTY SHERIFF'S OFFICE

Title: Ch. 22.1.02 Leave Program

the end of one (1) year the employee is unable to return to work due to disability, then; At the end of the extended period, all employees who suffer a disability shall be required to apply for disability benefits under Tennessee Consolidated Retirement or the Social Security Disability System

4. Leave Request – Annual/Vacation or personal leave request should be made in writing to the employee's immediate supervisor with two weeks advance notice in cases of prior knowledge and may be accepted on short notice upon approval of immediate supervisor. Annual leave request in excess of (80) hours in a consecutive period must be approved by the Sheriff.
5. Absenteeism/Sick Leave - All absenteeism from work on scheduled work days is to be charged against paid leave, sick or vacation, in accordance with the leave policies prescribed herein. If the employee is without accumulated leave time his salary will be deducted accordingly.
6. Financial/Emergency- Any full-time employee of the Rhea County Sheriff's office may apply for funds to be paid from accumulated leave. Use of these funds must be for emergency situations only. All request's made will be approved at the discretion of the Sheriff of Rhea County and must meet the "emergency" need for Funds.

b. Holiday Leave –

1. The following holidays will be observed by the Rhea County Sheriff's Office. Any other holidays proclaimed by the County Executive may be observed at the Sheriff's appropriate discretion. Any employee who is required to work a holiday will receive compensation above his regular hourly rate. All days off will be based on an eight (8) hour work day. Personnel who work more than eight (8) hours on a holiday still only receive eight (8) hours of Holiday Pay.
 - New Year's Day January 1st
 - M. L. King Day First Monday after January 15th
 - Good Friday Good Friday



RHEA COUNTY SHERIFF'S OFFICE

Title: Ch. 22.1.02 Leave Program

- Memorial Day Last Monday in May
- Juneteenth June 19th
- Independence Day July 4th
- Veterans Day November 11th

Labor Day 1st Monday in September

- Thanksgiving (two (2) days) 4th Thursday in November + 4th Friday
- Christmas (two (2) days) December 25th + 1 day
When December 25th falls on Sunday, Monday, or Tuesday, holidays will be on Monday and Tuesday. When December 25th falls on Wednesday, holidays will be on Tuesday and Wednesday.
- When December 25th falls on Thursday, Friday or Saturday, holidays will be on Thursday and Friday.

2. An employee does not actually have to work a holiday, if that particular holiday is his or her regularly scheduled day off, to receive the additional pay as long as they have been on duty, or will be on duty for the mandatory time during the pay period. The employee will be compensated for the (8) hours of additional holiday pay at their full standard rate if exceeding the maximum (40) or (80) hour work period assigned.

Review Date: Annually



Title: Ch. 22.1.02 Leave Program

3. An employee does not actually have to work a holiday, if that particular holiday is his or her regularly scheduled day off, to receive the additional pay as long as they have been on duty, or will be on duty for the mandatory time during the pay period. The employee will be compensated for the (8) hours of additional holiday pay at their full standard rate if exceeding the maximum (40) or (80) hour work period assigned.

4.

c. Maternity/Family and Medical Leave –

1. Eligible Employee: Eligible employees are those who have been employed for at least twelve (12) months, who have provided at least 1,250 hours of service during the twelve (12) months before leave is requested.

2. Employer: Rhea County Sheriff's Office

3. Parent: Mother or father of an employee, or an adult who had day to day responsibility for caring for the employee during his or her childhood years in place of natural parents.

4. Son or Daughter/Child: Biological, adopted or foster child, a stepchild, legal ward, or child of a person standing in loco parentis, who are under the age of eighteen



RHEA COUNTY SHERIFF'S OFFICE

Title: Ch. 22.1.02 Leave Program

(18) years. Children who are eighteen (18) years or older qualify, if he or she is incapable of self-care because of mental or physical disability.

5. **Serious Health Condition:** An illness, injury, impairment or physical or mental condition involving either inpatient care or continuing treatment by a health care provider. Examples of serious health conditions include but not limited to heart attacks, heart conditions requiring bypass or valve operations, most cancers, back conditions requiring extensive therapy or surgical procedures, strokes, severe respiratory conditions, spinal injuries, severe arthritis, etc.

C. Leave Provisions:

In all cases of leave taken under this policy, an employee's accrued paid leave will be taken as part of the *twelve (12) weeks Maternity/Family & Medical leave.

Example: An employee taking leave under the provisions of this policy having four (4) weeks accrued paid leave will be paid their regular salary until accrued paid leave is exhausted, the remaining leave time (up to the *twelve (12) week limit) will be unpaid leave. Paid leave will continue to accrue at the employee's normal rate while on the paid portion of leave.

When paid leave is exhausted and the leave is unpaid, paid leave will no longer accrue. *(Sixteen (16) weeks in the case of a female employee on maternity leave.)

1. An eligible employee may take up to twelve (12) weeks of leave in a twelve (12) month period for the birth of a child or the placement of a child for adoption or foster care. **Under the Tennessee Maternity Leave Act, a female may take up to sixteen (16) weeks leave in a twelve (12) month period for pregnancy, childbirth and nursing the infant** if the three (3) month advance notice has been complied with. Leave may also be taken to care for a child, spouse, or a parent who has a serious health condition.



RHEA COUNTY SHERIFF'S OFFICE

Title: Ch. 22.1.02 Leave Program

2. The right to take leave applies equally to male and female employees who are eligible.
3. Leave for the purpose of care for a newborn child or a newly placed adopted or foster care child must be taken before the end of the first twelve (12) months following the date of birth or placement.
4. An expectant mother may take maternity leave upon the birth of her child, or prior to the birth of her child for necessary medical care and if her condition renders her unable to work. Similarly, for adoption or foster care, leave may be taken upon the placement of the child or leave may begin prior to the placement if absence from work is required for the placement to proceed.
5. An employee may take leave to care for a parent or spouse of any age, because of a serious mental or physical condition, is in the hospital or other health care facility. An employee may also take leave to care for a spouse or parent of any age who is unable to care for his or her own basic hygiene, nutritional needs, or safety. Examples include a parent or spouse whose daily living activities are impaired by such conditions as Alzheimer's disease, stroke, or who is recovering from major surgery, or who is in final stage of terminal illness.
6. Eligible employees, who are unable to perform the functions of the position held because of a serious health condition, may request up to twelve (12) weeks leave. The term serious health condition is intended to cover conditions or illnesses that affect an employee's health to the extent that he or she must be absent from work on a recurring basis or for more than a few days for treatment or recovery.
7. Employees requesting medical leave due to their own illness or injury will use any balance of accrued paid leave. The combination of paid leave unpaid leave may not exceed twelve (12) weeks.



Title: Ch. 22.1.02 Leave Program

8. During periods of unpaid leave, an employee will not accrue any additional seniority or similar employment benefits.
9. If spouses are employed by the same employer and wish to take leave for the care of a new child or a sick parent, their aggregate leave is limited to twelve (12) weeks. For example, if the father takes eight (8) weeks leave to care for a child, the mother would be entitled to four (4) weeks leave, for a total of twelve (12) weeks of leave.

D. Notification and Scheduling:

1. An eligible employee must provide the employer at least thirty (30) days advance notice of need for leave of birth, adoption or planned medical treatment, when the need for leave is foreseeable. This 30- day advance notice is not required in cases of medical emergency or other unforeseen events, such as premature birth, or sudden changes in a patient's condition that require a change in scheduled medical treatment.
2. Parents who are awaiting the adoption of a child and are given little notice of the availability of the child may also be exempt from this 30- day notice.

E. Certification:

1. The employer reserves the right to verify an employee's request for Maternity/Family & Medical leave.
2. If an employer requests leave because of a serious health condition or to care for a family member with a serious health condition, the employer requires that the request be supported by certification issued by the health care provider of the eligible employee or the family member as appropriate. If the employer has reason to question the original certification, the employer may, at the employer's expense, require a second opinion from a different health care provider chosen



RHEA COUNTY SHERIFF'S OFFICE

Title: Ch. 22.1.02 Leave Program

by the employer. That health care provider may not be employed by the employer on a regular basis. If a resolution of the conflict cannot be obtained by a second opinion, a third opinion may be obtained from another provider and that opinion will be final and binding.

3. This certification must contain the date on which the serious health condition began, its probable duration, and appropriate medical facts within the knowledge of the health care provider regarding the condition. This certification must also state the employee's need to care for the son, daughter, spouse, or parent and must include an estimate of the amount of time that the employee is needed to care for the family member.
4. Medical certification given will be treated as confidential and privileged information.
5. An employee will be required to report periodically to the employer the status and intention of the employee to return to work.
6. Employees who have taken leave under this policy for reasons of personal illness or injury must furnish the employer with a medical certification from the employee's health care provider that the employee is able to resume work before return is granted.

F. Maintenance of Health, COBRA and Life Insurance; Retirement and Military Leave Benefits During Maternity, Family, and Medical Leave:

1. **HEALTH INSURANCE:** While on leave under the provisions of this policy, and drawing accrued paid leave benefits, an employee's health insurance benefits/deductions status will remain as in periods of normal employment. When accrued paid leave benefits are exhausted and the leave becomes unpaid, the employer will maintain health insurance benefits, paid by the employer for the employee, without interruption. Any payment for family coverage/s premiums or



RHEA COUNTY SHERIFF'S OFFICE

Title: Ch. 22.1.02 Leave Program

other payroll deductible insurance policies must be paid by the employee or the benefits may not be continued.

2. The employer has the right to recover from the employee all health insurance premiums paid during the unpaid period of leave if the employee fails to return to work after leave. Employees who fail to return to work because they are unable to perform the functions of their job because of their own serious health condition or because of the continued necessity of caring for a seriously ill family member may be exempt from the recapture provision>
3. COBRA: Leave taken under this policy does not constitute a qualifying event that entitles an employee to COBRA insurance coverage. However, the qualifying event triggering COBRA coverage may occur when it becomes clearly known that an employee will not be returning to work, and therefore ceases to be entitled to leave under this policy.
4. RHEA COUNTY LIFE INSURANCE POLICY: While an employee is on leave under the provisions of this policy, and drawing accrued paid leave, the status of any employee life insurance policy provided by the employer, will remain as in periods of normal employment. When accrued paid leave benefits are exhausted this benefit will be paid by Rhea County as long as the member is still employed by the Sheriff's Office.
5. RETIREMENT - While on leave under the provisions of this policy and drawing accrued paid leave benefits, an employee's retirement status will remain as in periods of normal employment. When accrued paid leave benefits are exhausted and the leave becomes unpaid, retirement will revert to suspended status. On the employee's timely return to work, retirement will immediately return to active status.



Title: Ch. 22.1.02 Leave Program

6. **MILITARY LEAVE** - Paid military leave for any employee who is a member of a reserve component of the armed forces (includes National Guard) is set by Federal Law under USERRA Standards.
7. Any unused balance of paid military leave for the calendar year in which Maternity/Family and Medical Leave is taken will be reinstated if the employee returns to work before the end of the calendar year.
8. **SERVICE CREDITS** - While on leave under the provisions of this policy and drawing accrued paid leave benefits, service credits will accrue as in periods of normal employment. When accrued paid leave benefits are exhausted and the leave becomes unpaid, accrual of service credits will be suspended until such time as the employee returns to work. Under **MILITARY LEAVE** service credits will continue until employee returns under USERRA Federal guidelines guide lines. Upon return from active duty military personnel should contact Tennessee State Consolidated Retirement and provide necessary documentation to make sure they receive retirement service credits for time served in active duty.
9. **Reduced and Intermittent Leave:**
 - a. Leave taken under this policy can be taken intermittently or on a reduced leave schedule when medically necessary as certified by the health care provider. Intermittent or reduced leave schedules for routine care of a new child can be taken only with approval of the employer. The schedule must be mutually agreed upon by the employee and the employer.
 - b. Employees on intermittent or reduced leave schedules may be temporarily transferred by the employer to an equivalent alternate position that may better accommodate the intermittent or reduced leave schedule.



RHEA COUNTY SHERIFF'S OFFICE

Title: Ch. 22.1.02 Leave Program

- c. Intermittent or reduced leave may be spread over a period of time longer than twelve (12) weeks, but will not exceed the equivalent of twelve (12) workweeks total leave in one 12-month period.

10. Restoration:

- a. Employees who are granted leave under this policy will be reinstated to an equivalent or the same position held prior to the commencement of their leave. If an adjustment in salary affecting the employee's position (i.e., annual and/or cost of living increase) has occurred while on leave, the employee will be reinstated at the adjusted salary.
- b. In the case of Maternity Leave, if an employee's job position is so unique that the employer cannot, after reasonable efforts, fill that position temporarily, then the employer shall not be liable under TCA 4-21-408(C)(2) for failure to reinstate the employee at the end of her maternity leave period.
- c. If the employer finds that an employee on leave under provisions of this policy has utilized the period of leave to actively pursue other employment opportunities, or if the employer finds that the employee has worked part-time or full-time for another employer during the period of leave, then the employer shall not be liable for failure to reinstate the employee at the end of the leave. Whenever the employer shall determine that the employee will not be reinstated at the end of their leave for the preceding reasons, the employer shall so notify the employee in writing.
- d. If, pursuant to CIVIL SERVICE Manuel /Return from Leave without Pay, the position is no longer available due to reduction in staff, restoration may be denied. The employer must show that such denial is necessary to prevent substantial and grievous economic injury to the employer's operations; the employer must notify the employee that it intends



RHEA COUNTY SHERIFF'S OFFICE

Title: Ch. 22.1.02 Leave Program

to deny restoration on such basis at the time the employer determines that such injury would occur; and, in any case in which the leave has commenced, the employee elects not to return to work within a reasonable period of time after receiving such notice.

- e. Any employee on leave under provisions of this policy who fails to return to work as scheduled, having failed to request and receive additional leave under CIVIL SERVICE. Leave of Absence/Justifiable Reasons, will be considered to have resigned employment with this employer.
- f. The 12-Week Maternity/Family & Medical Leave Period: The 12-month period during which an employee is entitled to *twelve (12) workweeks of leave under provisions of this policy is measured forward from the date the employee's first leave begins. An employee is entitled to *twelve (12) weeks of leave during the twelve (12) week requests M/F&M leave after completion of the previous 12week period. *(Sixteen (16) weeks in the case of a female employee on maternity leave.)

11. Leave of Absence Without Pay:

- a. When an employee has exhausted all paid leave, he/she may request leave-without pay for a period not to exceed six (6) months. (If the employee has been on Maternity/Family & Medical Leave, and has exhausted all paid leave prior to the end of such leave, any unpaid period will be considered part of the six (6) months leave without-pay.) Employees in this leave status for more than twenty (20) work days after paid leave has been exhausted, or after the end of Maternity/Family & Medical Leave during which paid leave was exhausted, shall be required to pay a currently computed monthly charge to maintain insurance benefits.
- b. Paid personal leave will not accrue while on leave-without-pay status.



RHEA COUNTY SHERIFF'S OFFICE

Title: Ch. 22.1.02 Leave Program

- c. Retirement and life insurance benefits will be suspended/inactive until such time as the employee returns to work. If an employee on leave-without-pay under the provisions of this section fails to return from such leave the Sheriff will have the right to terminate the employee.

12. Unauthorized Leave:

An employee who fails to notify a supervisor of an intended absence from duty shall be considered absent without leave, and may be subject to disciplinary action.

13. Maternity:

Women affected by pregnancy, child birth, or related medical conditions shall be treated the same for all employment related purposes, including receipt of benefits under the fringe benefit programs, as other personnel not affected but similar in their ability or inability to work.

14. Military Leave:

An employee who is a member of the National Guard or any Reserve of the U.S. Army, Navy, or Marine corps, shall be entitled to Leave-of-Absence from his duties without loss of pay, time, annual leave, or sick leave, and without effect on his service rating on all days on which he is ordered on military duty under established federal law contained in USERRA guidelines.

15. Court Leave:

A permanent, probationary, provisional, or temporary employee may be granted leave of absence with pay if subpoenaed by a court or requested to serve on a jury. The compensation of fee he receives as a witness or juror shall be reported to the Sheriff and deducted from his regular compensation.

16. Bereavement Leave:



RHEA COUNTY SHERIFF'S OFFICE

Title: Ch. 22.1.02 Leave Program

In case of death in the immediate family, up to 24 work hours of leave may be taken for each death. Immediate family in this case shall include husband, wife, children, parents, brother, sister, foster parents, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or the employee's grandparents and grandchildren.

17. Inclement Weather:

The Rhea County Sheriff's Office, including all of our satellite locations will be open at regular hours during inclement weather unless there is a direct statement from the Sheriff that some sort of exception has been made. If you cannot navigate the roads to report in, you should contact your supervisor in accordance with the Rhea County Sheriff's Office General Orders Manual. Arrangements may be made to pick up critical employees through the use of all-weather vehicles or other available means. All Absences (partial or whole days) will be treated as leave.

G. Injury/Illness:

1. Exclusive Remedy:

The rights and remedies herein granted to an employee because of and on account of a personal injury arising out of an accident which occurs in the course and scope of employment shall exclude all other rights and remedies of such employee, his/her personal representatives, dependents or next of kin, common law or otherwise, on account of such injury insofar as Rhea County, Tennessee and the Rhea County Sheriff's Office are concerned.

2. On-the-Job Injury:

On the job injury shall mean an injury by accident arising out of and in the course and scope of employment which causes either disablement or death of an employee. The injury must be substantiated by a physician as prescribed by the



RHEA COUNTY SHERIFF'S OFFICE

Title: Ch. 22.1.02 Leave Program

Sheriff of Rhea County.

Hypertension or heart disease shall be treated as any other job-related injury provided, however, the employee is within the scope and classified and categorized as specified with the Tennessee Code Annotated §7-51-201, compensation for Law Enforcement Officers and Firemen.

- a. Illnesses due to job related stress shall be defined as those illnesses which are physically detectable or medically observable but do not include psychiatric disorders.
- b. On-the-job injury benefits shall be denied if the employee fails to comply with provisions contained in Section 1.15 (E).

3. Injuries not Covered:

Compensation shall not be allowed for injury or death caused by any employee's willful misconduct or involvement in horseplay, or negligence on the part of the employee, or injury because of carelessness, or intentional, self-inflicted injury, or due to intoxication and willful failure to comply with Policy and Procedure.

4. Pre-existing Conditions:

The Sheriff of Rhea County shall not be liable for injuries or illness to employees which are the result of or caused by pre-existing conditions unless it can be shown that the employee's supervisor required the employee to perform a task that aggravated the pre-existing condition in spite of the fact that the employee had informed his supervisor of such a pre-existing condition at the time of the supervisor's request.

5. Notice of On-the-Job Injury and Claim for Compensation:

Every injured employee or his immediate Supervisor shall immediately and before the end of the work day give or provide to the Sheriff written notice of the



RHEA COUNTY SHERIFF'S OFFICE

Title: Ch. 22.1.02 Leave Program

injury. The employee shall not be entitled to physicians' fees nor to any compensation which may have accrued under these provisions unless the notice of the injury, or possible injury was filed within twenty-four (24) hours from the date of the incident.

6. Duration of On-the-Job Injury Benefit Payments:

a. Salary:

For a period not to exceed one (1) year, the Rhea County Sheriff's Office will continue the salary of the employee while under a physician's care and



RHEA COUNTY SHERIFF'S OFFICE

Title: Ch. 22.1.02 Leave Program

certified by that physician as unable to work because of an on-the-job injury. Wages will be paid bi-weekly. In no event will the bi-weekly payments during a twelve (12) month period exceed the injured employee's annual compensation.

b. Medical Expenses:

For a period not to exceed three (3) years, the Rhea County Sheriff's Office will pay medical expenses incurred by an employee who has been injured on the job, providing that such medical expenses were prescribed by a licensed medical doctor, that the injured employee is under the prescribing physician's care for the duration of time during which the expenses are incurred and that the employee has provided the Sheriff with notice of on-the-job injury according to this policy.

c. Severability Clause:

If any section, sentence, clause or phrase of these Rules and Regulations shall be held, for any reason, to be inoperative or unconstitutional, void or invalid, the validity of the remaining portion of these Rules and Regulations shall not be affected thereby, it being the intention of the Civil Service Board in adopting these Rules and Regulations that no portion thereof, or provision herein, shall become inoperative or fail by reason of the unconstitutionality or invalidity of any portion or provision, and the Civil Service Board does hereby declare that it would have severally passed and adopted the provisions contained herein, separately and apart one from the other.

d. Payment For Annual Leave or Upon Termination:

A permanent or probationary employee, who has been terminated, has resigned or who has been laid off shall receive pay for all accrued leave. All such leave must be approved by the Sheriff who shall determine from the



Title: Ch. 22.1.02 Leave Program

employee's financial records the amount of paid leave which has accumulated to his credit. Salary for accrued leave shall be paid to the designated beneficiary or estate of a deceased employee.

H. 50-1-307. Volunteer Firefighters Leave — Rights Against Termination:

1. No employer shall terminate an employee who is a volunteer firefighter solely because the employee, when acting as a volunteer firefighter, is absent or late to the employee's employment in order to respond to an emergency prior to the time the employee is to report to employee's place of employment.
2. An employer may charge against the employee's regular pay any time that an employee who is a volunteer firefighter loses from employment because of the employee's response to an emergency.
3. An employer has the right to request an employee who loses time from the employee's employment to respond to an emergency to provide the employer with a written statement from the supervisor or acting supervisor of the volunteer fire department stating that the employee responded to an emergency and list the time and date of the emergency.
4. Any employee who is absent or late to the employee's employment in order to respond to an emergency shall make a reasonable effort to notify the employee's employer that the employee may be absent or late.
5. Any employee terminated in violation of this section may bring a civil action against the employee's employer. The employee may seek reinstatement to the employee's former position, payment of back wages, reinstatement of fringe benefits, and where seniority rights are granted, the reinstatement of seniority rights. The employee has one (1) year from the date of a violation of this section to file an action.



RHEA COUNTY SHERIFF'S OFFICE

Title: Ch. 22.1.02 Leave Program

I. 50-1-309. Volunteer Firefighters — Permission to Leave Work — Allowance for time off following response to fire call:

1. Notwithstanding § 50-1-307, any employee who is an active volunteer firefighter may be permitted to leave work in order to respond to fire calls during the employee's regular hours of employment without loss of pay, vacation time, sick leave or earned overtime accumulation. The employee may be permitted to take off the next scheduled work period within twelve (12) hours following the response as a vacation day or sick leave day without loss of pay, if the employee assisted in fighting the fire for more than four (4) hours. If the employee is not entitled to a vacation day or sick leave day, then the employee may be permitted to take off the work period without pay.
2. In addition to subdivision (a)(1), any employee who is an active volunteer firefighter and who worked for more than four (4) hours the prior day or night as a volunteer firefighter in an emergency may be permitted to take off the next scheduled work period within twelve (12) hours following the emergency as a vacation day or sick leave day without the loss of pay. If the employee is not entitled to a vacation day or sick leave day then the employee may be permitted to take off the work period without pay.
3. The employer may require the employee to submit a written statement from the chief of the volunteer fire department verifying that the employee responded to a fire or was on-call and specifying the date, time and duration of the response.