

JAN WADE HENSLEY  
Mayor



TINA DUNN  
Recorder-Treasurer

# *City of Covington*

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THE MEETING OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF COVINGTON, TENNESSEE ON APRIL 9, 2024 AT 5:30 P.M.

1. Meeting to be called to order by Mayor Jan Hensley.
2. Invocation to be given by Alderman Chris Richardson.
3. Pledge of Allegiance to the Flag to be led by Alderman Jeff Morris.
4. Minutes of the Preceding Meeting to be approved.
5. Report from Committees:
  - Minutes of the General Welfare – Public Safety Committee Meeting
  - Minutes of the Public Works Committee Meeting
6. Additions to the Agenda.
7. Welcome to visitors and grievances from citizens.
8. Report from Mayor Jan Hensley:
  - Updates
9. Report from Recorder-Treasurer Tina Dunn:
10. Report from City Attorney Rachel Witherington.
11. Old Business:
12. New Business:
  - Contract – Rescue Squad Grant for approval
  - Ordinance 1770 (Occupational Safety and Health Program) ready for approval on first reading
  - Bills Over/Under \$1,000.00 ready for Board Approval

The Board of Mayor and Aldermen met at City of Covington on March 26, 2024, at 5:30 p.m. with the following members present: Mayor Jan Hensley, Aldermen: C.H. Sullivan, Jeff Morris, Danny Wallace, Chris Richardson, and Jean Johnson. Also present were Public Works Director David Gray, Police Chief Donna Turner, Fire Chief Richard Griggs, Human Resource Director Cody Bumpus, Building Official Lessie Fisher, Park and Recreation Director Molly Glass, Assistant to the Mayor Jason Fleming, City Attorney Rachel Witherington, and Recorder-Treasurer Tina Dunn.

Meeting was called to order by Mayor Jan Hensley.

Invocation was given by Alderwoman Jean Johnson.

Pledge of Allegiance to the Flag was led by Alderwoman Jean Johnson.

Motion was made by Alderman Sullivan and seconded by Alderman Richardson that the Minutes of the Preceding Meeting be approved as distributed to the Board (See Attached).

Motion passed.

Motion was made by Alderman Sullivan and seconded by Alderwoman Johnson that the Minutes of the General Welfare-Public Relations Committee Meeting be approved (See Attached).

Motion passed.

Motion was made by Alderwoman Johnson and seconded by Alderman Sullivan that the Minutes of the Finance & Administration Committee Meeting be approved (See Attached).

Motion passed.

Mayor Hensley reported Burnett Lane is closed at the bridge due to bridge damage. The City of Covington Office will be closed observing Good Friday. A recap of the progress from the tornado damage on March 31, 2023, was given (See Attached).

Recorder-Treasurer Dunn gave the sales tax report for collections received in March for January collections showing receipts of \$381,000.00 which is an increase of \$8,000.00 or 2.1%. Year to date collections are \$2,910,000.00 which is an increase of 3.2% (See Attached).

Motion was made by Alderman Sullivan and seconded by Alderman Wallace to accept the report from Recorder-Treasurer Dunn.

Motion passed.

Mayor Hensley presented the Resolution for the sale of the parking lot located on Washington Avenue for approval (See Attached).

Motion was made by Alderman Morris and seconded by Alderman Richardson to approve the Resolution for the sale of the parking lot located on Washington Ave.

Motion passed.

The following bills over/under \$1000.00 were presented for approval:

A T & T	ALL	INTERNET SERVICE	4,149.66
A2H	STREET	PROFESSIONAL SERVICES	17,645.00
AMERICAN ELEC CONTRACT	PARKS&REC	LED LIGHTS-MUELLER SOFTBALL FIELDS	303,300.00
ATA	VARIOUS	PROFESSIONAL ACCOUNTING SERVICES	1,000.00
AXON ENTERPRISE	POLICE	TASER 7 CERTIFICATION BUNDLE	29,572.20
BARGE DESIGN SYSTEMS	AIRPORT	SURVEY / GEOMATICS - PROJECT COORD	1,393.59
BFI NORTH SHELBY LANDFIL	WWTP	SLUDGE REMOVAL	7,044.38
BRENNTAG MIDSOUTH INC	WWTP	CHEMICALS	6,151.00
BRENNTAG MIDSOUTH INC	WTP	CHEMICALS	3,591.50
BRITE	POLICE	PRINTER / ADAPTER / RECEIPT PAPER	2,407.00
CITY OF COVINGTON	ALL	UTILITIES	8,565.19
COVINGTON ELECTRIC	VARIOUS	ELECTRIC UTILITIES	43,489.26
CUMMINS SALE & SERVICE	WTP	PARTS & REPAIRS	2,182.46
CUMMINS SALE & SERVICE	WTP	PARTS & REPAIRS	1,695.19
DABNEY MAXWELL	FIRE	ROOF/CEILING INSTALL/PAINT-S STATION	9,650.00
DELL MARKETING	POLICE	COMPUTER EQUIPMENT	3,216.12
DONNA TURNER	POLICE	TRAVEL	147.50
G & C SUPPLY CO INC	GAS	MATERIALS / SUPPLIES	2,140.20
G & C SUPPLY CO INC	STREET	MATERIALS / SUPPLIES	1,517.60
G & C SUPPLY CO INC	WATER	MATERIALS / SUPPLIES	1,475.70
G & C SUPPLY CO INC	WATER/GAS	MATERIALS / SUPPLIES	1,363.94
HC3	FIRE	MAILING 2ND ANNUAL FIRE FEE INV	1,763.76
HOME DEPOT	VARIOUS	MISCELLANEOUS PURCHASES	1,329.74
HOWARD FERTILIZER	GROUND	CHEMICALS	4,925.22
JAN W HENSLEY	MAYOR	TRAVEL	125.00
JASON FLEMING	GENERAL	TRAVEL	363.52
KRISTIE MAXWELL, TRUSTEE	GENERAL	MARCH 2024 MIXED DRINK TAX	1,833.75
MCKEE CONSTRUCTION	FIRE	MATERIAL / LABOR / REPAIRS - S STAT	7,202.50
MEAC	GAS	PURCHASED NATURAL GAS	37,584.00
MID SOUTH SUPPLIERS	STREET	SAND / BASE	6,213.27
ROBIN ANDERSON	AIRPORT	TRAVEL	746.48
SCHAUS	SANITATION	TORNADO DISASTER	3,740.00
SOUTHWEST TN EMC	VARIOUS	ELECTRIC UTILITIES	2,343.38
STOP STICK LTD	POLICE	STOP STICK KIT / CORD REEL	1,088.00
SYMMETRY	GAS	PURCHASED NATURAL GAS	193,747.76
TN SRO ASSOC	POLICE	TRAINING	1,100.00
WOOTEN OIL CO	VARIOUS	FUEL	1,287.76
ZAZIMER	WWTP	FLOWMETER REPLACEMENT SYSTEM	6,907.00
		<b>TOTAL</b>	<b>\$ 723,998.63</b>



The General Welfare – Public Safety Committee met at City of Covington on March 26, 2024, at 4:00 p.m. with the following members present: Mayor Jan Hensley, Alderman Chris Richardson, Alderman John Edwards, and Alderman C H Sullivan. Also, present were Police Chief Donna Turner, Fire Chief Richard Griggs, Public Works Director David Gray, Human Resource Director Cody Bumpus, Alderwoman Jean Johnson, Alderman Jeff Morris, Alderman Danny Wallace, Building Official Lessie Fisher, Assistant to the Mayor Jason Fleming, and Recorder-Treasurer Tina Dunn.

Meeting was called to order by Chairman Alderman Chris Richardson.

Fire Chief Griggs reported the department attended the Pathways to Possibilities event in Brownsville. There were three hours worked by the volunteers in January. The run report was presented showing 198 calls for the period February 22<sup>nd</sup> - March 21<sup>st</sup>. The county coverage area collections are \$73,575.00 for the current year. The Rescue Squad Grant Award letter was presented with funding of \$25,888.00. Engine 2 is at Siddons Martin for air dryer repairs. Specifications will be gathered on a new truck and will be presented at the Public Safety Committee Meeting when completed. Ordinance 1770 (Occupational Safety and Health Program Plan) was presented for review and will be presented to the Board of Mayor and Aldermen for approval. All severe weather sirens are operational at this time. The fire inspector job was closed with five applicants. An assessment will be conducted on Thursday, March 28<sup>th</sup>. The annual hazardous materials in service training was conducted March 11<sup>th</sup> to 13<sup>th</sup>. FF Owen completed the smoke diver program.

Motion was made by Alderman Sullivan and seconded by Mayor Hensley to accept the Rescue Squad Grant Award in the amount of \$25,888.00 with no match from the city.  
Motion passed.

Motion was made by Alderman Sullivan and seconded by Mayor Hensley to approve the fire department report.  
Motion passed.

Chief Turner reported the department has six vacant positions. Three non-certified candidates, James Barnes, Michael Dowell, and Michael Olive, will start April 1<sup>st</sup>. Training and Monthly Activities were presented for review (See Attached). The statistics for the month were presented showing 1,390 calls for the month and 102 traffic stops. Chief Turner reported the construction of the police building has been approved by TEMA and submitted to FEMA this week. The proposed community project grant in the amount of \$100,000.00 has passed review by the senate and is going to the House for passage. This grant will be used at the Boys & Girls Club. The Boys & Girls Club have also been approved to receive \$200,000.00. There has been a request for speed humps on Hatchie Street. Data will be gathered by the police department. The restriction of the parking of commercial and recreational vehicles on public streets in residential zones was discussed. The code department will review. The policy for police unmanned aircraft system was presented for review. It has been submitted for legal review.

Motion was made by Alderman Sullivan and seconded by Mayor Hensley to approve the police department report.

Motion passed.

There being no further business, the meeting was adjourned at 4:30 p.m.

The Public Works Committee met at City of Covington on April 2, 2024, at 4:00 p.m. with the following members present: Chairman Alderman Danny Wallace, Alderman Jeff Morris, Alderwoman Jean Johnson, and Mayor Jan Hensley. Also, present were Public Works Director David Gray, Building Official Lessie Fisher, Police Chief Donna Turner, Alderman C H Sullivan, Human Resource Director Cody Bumpus, Alderman Chris Richardson, Alderman John Edwards, Utilities Manager Calvin Johnson, Assistant to the Mayor Jason Fleming, and Recorder-Treasurer Tina Dunn.

Chairman Alderman Wallace called meeting to order.

Public Works Director Gray reported Burnett Lane is closed at the bridge due to damage. Director Gray discussed options to replace or repair the bridge. An application was made through CDBG for an emergency grant. At the time we have been approved but the funds are not available, but they are currently researching other funds that can be dispersed. The cost of the new bridge will be approximately 1.2 million. A bypass road could be constructed at a cost of \$100,000.00. Culverts can be placed if the bridge is removed and would cost approximately \$200,000.00.

Motion was made by Mayor Hensley and seconded by Alderman Morris to refer the discussion to the Finance & Administration Committee Meeting.  
Motion passed.

Director Gray received a request for speed humps on Hatchie Street. The speed hump policy was presented for review. The Police Department is currently collecting data and will report the data when complete. Signs have been ordered to be placed on the road. Information on the MEAC program was presented. This contract guarantees a discount of .27 off the purchase price of residential gas. The contract was entered into five years ago and the city has an option to opt out. It has been reassessed and MEAC has guaranteed projected savings of .35-.37 discount. The city is still guaranteed a minimum savings of .27 (See Attached). The contract will be presented at the Finance & Administration Committee Meeting for approval. Well #5 is back online. Spring spraying has been completed. Grass cutting season has started. The ground maintenance department has four vacancies. The utilities department has two vacancies for utility repairmen.

Motion was made Alderman Morris and seconded by Alderwoman Johnson to approve the report from Director David Gray.  
Motion passed.

Building Official Lessie Fisher reported grass cutting and property maintenance concerns are ongoing. Title 8(Alcohol Beverages) of the Municipal Code is being reviewed and will be presented at the Finance & Administration Committee Meeting. Project updates were given.

Motion was made by Alderman Morris and seconded by Alderwoman Johnson to approve the report from Building Official Lessie Fisher.  
Motion passed.

There being no further business, the meeting adjourned at 4:40 p.m.



**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF COMMERCE AND INSURANCE  
STATE FIRE MARSHAL'S OFFICE  
AND  
CITY OF COVINGTON TN**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Commerce and Insurance, State Fire Marshal's Office, hereinafter referred to as the "State" or the "Grantor State Agency" and City of Covington TN, hereinafter referred to as the "Rescue Squad," is for the provision of grant funds under the Rescue Squads Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Rescue Squad Edison Vendor ID # 0000001546

**A. SCOPE OF SERVICES AND DELIVERABLES:**

- A.1. The Rescue Squad shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Rescue Squads Grant Program establishes a fund for rescue squads in Tennessee which awards funds to rescue squads for equipment to better protect first responders and the communities they serve. In accordance with the grant guidelines adopted by the State, the Rescue Squad responded to a grant solicitation by submitting a Rescue Squad Grant Program Application (Attachment C), which was reviewed by the selection committee.
- A.3. The Grantor State Agency shall award a grant in the amount specified in Section C.1. to the Rescue Squad toward the line items specified in the Rescue Squads Grant Program Application (Attachment C) and specified in the Grant Budget Line-Item Detail (Attachment B).
- A.4. The Rescue Squad shall notify the Grantor State Agency in writing when the grant funds have been utilized and include a detailed list of expenditures which shall consist of invoices and receipts when applicable.
- A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Rescue Squad's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
  - a. This Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c. below);
  - b. The State grant proposal solicitation as may be amended; and
  - c. The Rescue Squad's Grant Program Application (Application C) incorporated to elaborate supplementary scope of services specifications.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on April 15, 2024 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Rescue Squad for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed twenty-five thousand eight hundred eighty-eight dollars (\$25,888.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Rescue Squad under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Rescue Squad.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology – Total Advance Payment. The Rescue Squad shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in section C.1. Payment to the Rescue Squad shall be a lump sum made in advance upon approval of this Grant Contract.
- C.4. Travel Compensation. Reimbursement to the Rescue Squad for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. Reserved.
- C.6. Grant Budget and Revisions to Grant Budget Line-Items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.
- a. The Rescue Squad may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.
  - b. The Rescue Squad may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Rescue Squad's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.
  - c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.
- C.7. Disbursement Reconciliation and Close Out. The Rescue Squad shall submit a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date and in form and substance acceptable to the State (and include, as applicable, documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations").
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Rescue Squad shall refund the difference to the State. The Rescue Squad shall submit the refund with the final grant disbursement reconciliation report.

- b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Rescue Squad costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Rescue Squad's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Rescue Squad being deemed ineligible for reimbursement under this Grant Contract, and the Rescue Squad shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Rescue Squad must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Rescue Squad request reimbursement for indirect costs, the Rescue Squad must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Rescue Squad will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Rescue Squad makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Rescue Squad agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Rescue Squad.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Rescue Squad shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Rescue Squad under this Grant Contract or under any other agreement between the Rescue Squad and the State of Tennessee under which the Rescue Squad has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Rescue Squad shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Rescue Squad shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Rescue Squad acknowledges and agrees that, once this form is received by the State, all payments to the Rescue Squad under this or any other grant contract will be made by automated clearing house ("ACH").

- b. The Rescue Squad shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Rescue Squad's Federal Employer Identification Number or Social Security Number referenced in the Rescue Squad's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Rescue Squad at least thirty (30) days written notice before the effective termination date. The Rescue Squad shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Rescue Squad for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Rescue Squad shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Rescue Squad fails to properly perform its obligations under this Grant Contract, or if the Rescue Squad violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Rescue Squad shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Rescue Squad.
- D.5. Subcontracting. The Rescue Squad shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Rescue Squad shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Rescue Squad warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Rescue Squad in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Rescue Squad certifies, to the best of its knowledge and belief, that:
  - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Rescue Squad shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Rescue Squad shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Allie Stevens, Associate General Counsel  
Department of Commerce and Insurance  
Davy Crockett Tower  
500 James Robertson Parkway  
Nashville, TN 37243  
allie.stevens@tn.gov  
Telephone # (615) 532-3812

The Rescue Squad:

Richard Griggs  
City of Covington TN  
200 W Washington Ave  
Covington, TN 38019  
rgriggs@covingtontn.com  
Telephone # 901-237-3209

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise

unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Rescue Squad. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Rescue Squad shall cease all work associated with the Grant Contract. Should such an event occur, the Rescue Squad shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Rescue Squad shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

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

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

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

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Rescue Squad in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Rescue Squad in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Rescue Squad, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Rescue Squad and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Rescue Squad and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Rescue Squad's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.
- The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.
- In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.
- The Rescue Squad shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.
- The Rescue Squad shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Rescue Squad shall incorporate any additional Comptroller of the Treasury directives into its internal control system.
- Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.
- D.16. Monitoring. The Rescue Squad's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Rescue Squad shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Rescue Squad shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Rescue Squad shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Rescue Squad shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Rescue Squad's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes

and setbacks, whether the Rescue Squad used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Rescue Squad shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. The Rescue Squad shall be audited in accordance with applicable Tennessee law.

At least ninety (90) days before the end of its fiscal year, the Rescue Squad shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Rescue Squad is subject to an audit. The Rescue Squad should submit only one, completed form online during the Rescue Squad's fiscal year. Immediately after the fiscal year has ended, the Rescue Squad shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

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

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

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Rescue Squad or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive,



exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workarounds plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Rescue Squad's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Rescue Squad will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Rescue Squad's performance longer than forty-eight (48) hours, the State may, upon notice to Rescue Squad: (a) cease payment of the fees until Rescue Squad resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Rescue Squad will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Rescue Squad shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Rescue Squad shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Rescue Squad shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Rescue Squad pursuant to the

provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Rescue Squad pursuant to the provisions of this program's prior year Grant Contracts between the State and the Rescue Squad.

The Rescue Squad grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Rescue Squad under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Rescue Squad hereby grants the State a security interest in said equipment or motor vehicles. The Rescue Squad agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Rescue Squad agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Rescue Squad shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Rescue Squad shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Rescue Squad's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Rescue Squad agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Rescue Squad shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Rescue Squad's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Rescue Squad no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Rescue Squad shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Rescue Squad shall inventory equipment or motor vehicles annually. The Rescue Squad must compare the results of the inventory with the inventory control report and investigate any differences. The Rescue Squad must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Rescue Squad shall submit its inventory control report of all equipment or motor vehicles

purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Rescue Squad shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicle be destroyed, lost, or stolen, the Rescue Squad shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Rescue Squad shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Rescue Squad shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Rescue Squad agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Rescue Squad acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Rescue Squad certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Rescue Squad certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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


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

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

IN WITNESS WHEREOF,

CITY OF COVINGTON TN:

  
\_\_\_\_\_  
RESCUE SQUAD SIGNATURE

*3-26-2024*  
\_\_\_\_\_  
DATE

RICHARD GRIGGS  
\_\_\_\_\_  
PRINTED NAME AND TITLE OF RESCUE SQUAD SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

\_\_\_\_\_  
CARTER LAWRENCE, COMMISSIONER

\_\_\_\_\_  
DATE

GRANT BUDGET				
Additional Identification Information As Necessary				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period:                      BEGIN: April 15, 2024                      END: April 14, 2025				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup>	GRANT CONTRACT	RESCUE SQUAD PARTICIPATION	TOTAL PROJECT
1 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award <sup>2</sup>	\$25,888.00	0.00	\$25,888.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest <sup>2</sup>	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation <sup>2</sup>	0.00	0.00	0.00
18	Other Non-Personnel <sup>2</sup>	0.00	0.00	0.00
20	Capital Purchase <sup>2</sup>	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	<b>GRAND TOTAL</b>	<b>\$25,888.00</b>	<b>0.00</b>	<b>\$25,888.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: <https://www.in.gov/finance/looking-for/policies.html>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Electric Vehicle Blanket	\$2,800.00
Electric Vehicle Plug	\$1,200.00
Battery Chainsaw	\$630.00
Rescue PPE	\$18,200.00
Extrication Cribbing	\$3,058.00
<b>TOTAL</b>	<b>\$25,888.00</b>

**Solicitation Name:** Rescue Squad Grant Program

**Application ID**

2024-1864

**Application Type**

Rescue Squad

**Send External Emails To:** 23-9a3319-171df9-TNState-68fa9c94@smartsimple.com

**Acknowledgement**

**Solicitation Document:** [80842\\_Amendment\\_1\\_-\\_Final\\_w\\_Format\\_Edits.pdf](#), [80842\\_FY24\\_Rescue\\_Squads\\_DGA.pdf](#)

**Solicitation Name:** Rescue Squad Grant Program

**Brief Description:** In 2022, Governor Bill Lee and the General Assembly approved the funding of this program for the purchase of lifesaving equipment by Tennessee rescue squads. The Program provides for three million dollars (\$3,000,000) to be disbursed to applicant rescue squads across the three (3) Grand Divisions.

**Program Purpose:** The Rescue Squads Grant Program establishes a \$3 million fund for Rescue Squads and creates a state grant program awarding funds to Rescue Squads for equipment to better protect first responders and the communities they serve.

**Released On:** January 08, 2024

**Completed Application** February 08, 2024 16:30:00

**Due By:**

I attest that this application was created and written by a human and that this applicant has the capacity to fulfill and/or provide the project described in this application.

**Qualification Criteria**



## Instructions

- Completing this checklist will help you prepare your Rescue Squads Grant Program application.
- Prior to turning in your application, ensure that you've completed or meet the following:

## Criteria List

- Verified active Charter registration with the Secretary of State's Office
- Confirmed that my rescue squad is recognized by local government in Tennessee to provide rescue services
- Verified that my rescue squad has obtained Edison Supplier ID or provided completed W-9 form

## General Information

**Organization Information:** City of Covington  
101 Tennessee Ave 101 Tennessee Ave.  
Covington Tn., Tennessee, 38019  
Phone: 901-476-2578

## Rescue Squad Statistics

**Did your Rescue Squad receive funds from the Rescue Squad Grant Program last year?**

No

**Number of Category 1 Type Missions/Incidents reported to TARS or TFIRS in the past three (3) Years**

6028

**Expenditures Reported in the last 3 Years**

\$5,200,000

**Does your Rescue Squad work mutual aid with all first responder agencies within the county?**

Yes

**Does your Rescue Squad provide rescue services 100% within Tennessee?**

Yes

**Please check the type(s) of rescue services provided by your rescue squad**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> EMS            | <input checked="" type="checkbox"/> SAR                 |
| <input checked="" type="checkbox"/> Extrication    | <input checked="" type="checkbox"/> Rope Rescue         |
| <input checked="" type="checkbox"/> Water Recovery | <input type="checkbox"/> Swift Water Rescue             |
| <input checked="" type="checkbox"/> Trench Rescue  | <input checked="" type="checkbox"/> Structural Collapse |
| <input type="checkbox"/> Cave                      | <input type="checkbox"/> Other                          |

**Scope of Service**

**Application**

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

Note: This narrative will be redacted of any information that can identify your Volunteer Fire Department/Rescue Squad prior to presentation to the Selection Committee.

The request funding is for the following items:

- (2) EV Plugs- The Emergency Plug allows all Electric Cars and Hybrids worldwide to be safely disabled during emergency incidents. \$1200 each= \$2400.00
- (2) Fire Blankets- These are the fastest, most efficient way to isolate and control an electric vehicle and traditional car fires. \$2800=\$5600.00
- (2) Battery Powered Chainsaws- These will be utilized as needed during Rescue Incidents. \$630 each=\$1260.00
- (1) Matching Grant Funds- We are requesting our 50% match for the USDA Grant Funding that we received to purchase Extrication Tools. \$17,500
- (27) Rescue Gear, Boots, Gloves- Currently we have no PPE dedicated for Rescue purposes. This lightweight gear would be beneficial in protecting our responders from the various dangers we face daily on rescue incidents. \$1300 / person = \$35,100
- (3) Emergency Power Invertors -installed by our city maintenance department. \$ 1000. 00 total = \$3000.00
- (2) Synthetic cribbing kit. \$1529.00 ea.= \$3058.00

The Total cost of this project should not exceed \$67,918.00

The addition of the requested items would greatly impact our ability to maintain our growing battery operated equipment and mitigate electric vehicle fires with a continued on scene operations. The tools requested would give our department the peace of mind knowing we are prepared.

## Budget

Click the "+" button which will open a new window, enter the details of your request and make sure to click "Create Budget Items" to save when finished.

**Budget Year**

**Last Modified**

No Results Found

**Application Request Amount**

How much total funding are you requesting?

\$67,918.00

**Budget Summary**

All items requested must meet the most current applicable standard.

Item Description	Priority	Nbr of Items in Current Inventory	Nbr of Items to be Replaced with Funding	Avg Age of Items to be Replaced (in years)	Nbr of New Items to be Added to Inventory with Funding	Total Nbr of Items Requested (replacement + new)	Item Price (per unit)	Total Cost
Other								
Electric Vehicle Blanket		0	0	0	2	2	\$2,800.00	\$5,600.00
Electric Vehicle plug		0	0	0	2	2	\$1,200.00	\$2,400.00
Battery Chainsaw		0	0	0	2	2	\$630.00	\$1,260.00
Rescue PPE		0	0	0	27	27	\$1,300.00	\$35,100.00
Extrication cribbing		0	0	0	2	2	\$1,529.00	\$3,058.00
Grant Match EXT TOOL		0	0	0	1	1	\$17,500.00	\$17,500.00
Electric Invertors		0	0	0	3	3	\$1,000.00	\$3,000.00
<b>TOTAL AMOUNT REQUESTED</b>								<b>\$67,918.00</b>

Roster

Roster

<b>Name</b>	<b>PSID</b>
Frank Beach	1261-1207
Sean Burrow	179
Jeremy Channell	3353
Zach Cook	7764-1713
Duvale Dean	1901-3526
Brad Dunavant	16204
Dwain Edwards	5974
Cody Faulk	29655
Matthew Gardiner	29656
Kyle Ginn	5105-2539
Richard Griggs	5975
Lee Hadley	29657
Matt Jacome	5122-6794
Cliff Marion	9359-2863
Matt Massey	29658
Baker McCool	29659
Jeremy McDivitt	10450
Zach Moffett	37222
Taylor Moore	0330-5473
Ed Moss	29660
Andrew Owen	8712-8271
Cody Peeler	1242-0895
Josh Posey	29661
Dan Ruffin	23731
Sam Simmons	2886-3031
Terrance Smith	5229-1491
Nick Tindall	29662
Glenn Travis	8888
Nick Varner	3436-0908
Lee Wallace	16205
Dee Wallace	16206

## Supporting Documentation

W9

W-9\_(2).pdf  
129.2 KB - 02/14/2024 1:45PM

Total Files: 1

## Attachment

RS\_-\_Support\_doc.pdf  
233.1 KB - 02/08/2024 2:47PM

Total Files: 1

I certified that I have attached all required/requested documents listed above.

## Organization Contacts

**Assign Authorized** Richard Griggs  
**Official:**

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).

ORDINANCE NUMBER 1770

ORDINANCE TO ESTABLISH AN UPDATED OCCUPATIONAL SAFETY AND HEALTH PROGRAM PLAN, DEVISE RULES AND REGULATIONS, AND TO PROVIDE FOR A SAFETY DIRECTOR AND THE IMPLEMENTATION OF SUCH PROGRAM PLAN

WHEREAS, in compliance with Public Chapter 561 of the General Assembly of the State of Tennessee for the year 1972, the City of Covington hereby updates the Occupational Safety and Health Program Plan for our employees.

WHEREAS, due to various changes in subsequent years, it has become necessary to amend the program plan to comply with more recent state requirements.

NOW, THEREFORE,

SECTION 1. BE IT ORDAINED BY THE CITY OF COVINGTON that there be and is hereby amended as follows:

TITLE:

This section shall be known as "The Occupational Safety and Health Program Plan" for the employees of the City of Covington.

PURPOSE:

The City of Covington in electing to update the established Program Plan will maintain an effective and comprehensive Occupational Safety and Health Program Plan for its employees and shall:

- 1) Provide a safe and healthful place and condition of employment that includes:
  - a) Top Management Commitment and Employee Involvement.
  - b) Continually analyze the worksite to identify all hazards and potential hazards.
  - c) Develop and maintain methods for preventing or controlling the existing or potential hazards; and
  - d) Train managers, supervisors, and employees to understand and deal with worksite hazards.
- 2) Acquire, maintain, and require the use of safety equipment, personal protective equipment, and devices reasonably necessary to protect employees.
- 3) Record, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.
- 4) Consult with the Commissioner of Labor and Workforce Development regarding the adequacy of the form and content of records.
- 5) Consult with the Commissioner of Labor and Workforce Development, as appropriate, regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be achieved under a standard promulgated by the State.
- 6) Provide reasonable opportunity for the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices injurious to employee safety and health.

7) Provide education and training of personnel for the fair and efficient administration of occupational safety and health standards and provide for education and notification of all employees of the existence of this Program Plan.

**COVERAGE:**

The provisions of the Occupational Safety and Health Program Plan for the employees of The City of Covington shall apply to all employees of each administrative department, commission, board, division, or other agency whether part-time or full-time, seasonal, or permanent.

**STANDARDS AUTHORIZED:**

The Occupational Safety and Health standards adopted by The City of Covington are the same as, but not limited to, the State of Tennessee Occupational Safety and Health Standards promulgated, or which may be promulgated, in accordance with Section 6 of the Tennessee Occupational Safety and Health Act of 1972 (T.C.A. Title 50, Chapter 3).

**VARIANCES FROM STANDARDS AUTHORIZED:**

Upon written application to the Commissioner of Labor and Workforce Development of the State of Tennessee, we may request an order granting a temporary variance from any approved standards. Applications for variances shall be in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, VARIANCES FROM OCCUPATIONAL SAFETY AND HEALTH STANDARDS, CHAPTER 0800-01-02, as authorized by T.C.A., Title 50. Prior to requesting such temporary variance, we will notify or serve notice to our employees, their designated representatives, or interested parties and present them with an opportunity for a hearing. The posting of notice on the main bulletin board shall be deemed sufficient notice to employees.

**ADMINISTRATION:**

For the purposes of this ordinance, (Name of Official or Title) Richard Griggs, Fire Inspector for the City of Covington is designated as the Safety Director of Occupational Safety and Health to perform duties and to exercise powers assigned to plan, develop, and administer this Program Plan. The Safety Director shall develop a plan of operation for the Program Plan in accordance with Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, SAFETY AND HEALTH PROVISIONS FOR THE PUBLIC SECTOR, CHAPTER 0800-01-05, as authorized by T.C.A., Title 50.

**FUNDING THE PROGRAM PLAN:**

Sufficient funds for administering and staffing the Program Plan pursuant to this ordinance shall be made available as authorized by The City of Covington.

**SEVERABILITY:**

SECTION 2. BE IT FURTHER ORDAINED that if any section, sub-section, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

**AMENDMENTS, ETC:**

SECTION 3. BE IT FURTHER ORDAINED that this ordinance shall take effect from and after the date it shall have been passed, properly signed, certified, and has met all other legal requirements, and as otherwise provided by law, the general welfare of The City of Covington requiring it.



\_\_\_\_\_  
(Executive) \_\_\_\_\_ (Date)  
\_\_\_\_\_  
(Passed First Reading)

\_\_\_\_\_  
(Executive) \_\_\_\_\_ (Date)  
\_\_\_\_\_  
(Passed Second Reading)

\_\_\_\_\_  
(Executive) \_\_\_\_\_ (Date)  
\_\_\_\_\_  
(Passed Third Reading)

PLAN OF OPERATION FOR THE OCCUPATIONAL SAFETY AND HEALTH  
PROGRAM PLAN FOR THE EMPLOYEES OF CITY OF COVINGTON

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## I. PURPOSE AND COVERAGE

The purpose of this plan is to provide guidelines and procedures for implementing the Occupational Safety and Health Program Plan for the employees of The City of Covington.

This plan is applicable to all employees, part-time or full-time, seasonal, or permanent.

The City of Covington in electing to update and maintain an effective Occupational Safety and Health Program Plan for its employees,

- a. Provide a safe and healthy place and conditions of employment.
- b. Require the use of safety equipment, personal protective equipment, and other devices where reasonably necessary to protect employees.
- c. Make, keep, preserve, and make available to the Commissioner of Labor and Workforce Development, his designated representatives, or persons within the Department of Labor and Workforce Development to whom such responsibilities have been delegated, including the Safety Director of the Division of Occupational Safety and Health, adequate records of all occupational accidents and illnesses and personal injuries for proper evaluation and necessary corrective action as required.
- d. Consult with the Commissioner of Labor and Workforce Development or his designated representative with regard to the adequacy of the form and content of such records.
- e. Consult with the Commissioner of Labor and Workforce Development regarding safety and health problems which are considered to be unusual or peculiar and are such that they cannot be resolved under an occupational safety and health standard promulgated by the State.
- f. Assist the Commissioner of Labor and Workforce Development or his monitoring activities to determine Program Plan effectiveness and compliance with the occupational safety and health standards.
- g. Make a report to the Commissioner of Labor and Workforce Development annually, or as may otherwise be required, including information on occupational accidents, injuries, and illnesses and accomplishments and progress made toward achieving the goals of the Occupational Safety and Health Program Plan.
- h. Provide reasonable opportunity for and encourage the participation of employees in the effectuation of the objectives of this Program Plan, including the opportunity to make anonymous complaints concerning conditions or practices which may be injurious to employees' safety and health.

## II. DEFINITIONS

For the purposes of this Program Plan, the following definitions apply:

- a. COMMISSIONER OF LABOR and Workforce Development means the chief executive officer of the Tennessee Department of Labor and Workforce Development. This includes any person appointed, designated, or deputized to perform the duties or to exercise the powers assigned to the Commissioner of Labor and Workforce Development.
- b. EMPLOYER means The City of Covington and includes each administrative department, board, commission, division, or other agency of The City of Covington.
- c. SAFETY DIRECTOR OF OCCUPATIONAL SAFETY AND HEALTH or SAFETY DIRECTOR means the person designated by the establishing ordinance, or executive order to perform duties or to exercise powers assigned so as to plan, develop, and administer the Occupational Safety and Health Program Plan for the employees of The City of Covington.
- d. INSPECTOR(S) means the individual(s) appointed or designated by the Safety Director of Occupational

- Safety and Health to conduct inspections provided for herein. If no such compliance inspector(s) is appointed, inspections shall be conducted by the Safety Director of Occupational Safety and Health.
- e. APPOINTING AUTHORITY means any official or group of officials of the employer having legally designated powers of appointment, employment, or removal there from for a specific department, board, commission, division, or other agency of this employer.
  - f. EMPLOYEE means any person performing services for this employer and listed on the payroll of this employer, either as part-time, full-time, seasonal, or permanent. It also includes any persons normally classified as "volunteers" provided such persons received remuneration of any kind for their services. This definition shall not include independent contractors, their agents, servants, and employees.
  - g. PERSON means one or more individuals, partnerships, associations, corporations, business trusts, or legal representatives of any organized group of persons.
  - h. STANDARD means an occupational safety and health standard promulgated by the Commissioner of Labor and Workforce Development in accordance with Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972 which requires conditions or the adoption or the use of one or more practices, means, methods, operations, or processes or the use of equipment or personal protective equipment necessary or appropriate to provide safe and healthful conditions and places of employment.
  - i. IMMINENT DANGER means any conditions or practices in any place of employment which are such that a hazard exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such hazard can be eliminated through normal compliance enforcement procedures.
  - j. ESTABLISHMENT or WORKSITE means a single physical location under the control of this employer where business is conducted, services are rendered, or industrial type operations are performed.
  - k. SERIOUS INJURY or HARM means that type of harm that would cause permanent or prolonged impairment of the body in that:
    1. A part of the body would be permanently removed (e.g., amputation of an arm, leg, finger(s); loss of an eye) or rendered functionally useless or substantially reduced in efficiency on or off the job (e.g., leg shattered so severely that mobility would be permanently reduced), or
    2. A part of an internal body system would be inhibited in its normal performance or function to such a degree as to shorten life or cause reduction in physical or mental efficiency (e.g., lung impairment causing shortness of breath).

On the other hand, simple fractures, cuts, bruises, concussions, or similar injuries would not fit either of these categories and would not constitute serious physical harm.

- l. ACT or TOSH Act shall mean the Tennessee Occupational Safety and Health Act of 1972.
- m. GOVERNING BODY means the County Quarterly Court, Board of Aldermen, Board of Commissioners, City or Town Council, Board of Governors, etc., whichever may be applicable to the local government, government agency, or utility to which this plan applies.
- n. CHIEF EXECUTIVE OFFICER means the chief administrative official, County Judge, County Chairman, County Mayor, Mayor, City Manager, General Manager, etc., as may be applicable.

### III. EMPLOYER'S RIGHTS AND DUTIES

Rights and duties of the employer shall include, but are not limited to, the following provisions:

- a. Employer shall furnish to each employee conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.
- b. Employer shall comply with occupational safety and health standards and regulations promulgated pursuant to Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972.
- c. Employer shall refrain from an unreasonable restraint on the right of the Commissioner of Labor and

Workforce Development to inspect the employer's place(s) of business. Employer shall assist the Commissioner of Labor and Workforce Development in the performance of their monitoring duties by supplying or by making available information, personnel, or aids reasonably necessary to the effective conduct of the monitoring activity.

- d. Employer is entitled to participate in the development of standards by submission of comments on proposed standards, participation in hearing on proposed standards, or by requesting the development of standards on a given issue under Section 6 of the Tennessee Occupational Safety and Health Act of 1972.
- e. Employer is entitled to request an order granting a variance from an occupational safety and health standard.
- f. Employer is entitled to protection of their legally privileged communication.
- g. Employer shall inspect all worksites to ensure the provisions of this Program Plan are complied with and carried out.
- h. Employer shall notify and inform any employee who has been or is being exposed in a biologically significant manner to harmful agents or material in excess of the applicable standard and of corrective action being taken.
- i. Employer shall notify all employees of their rights and duties under this Program Plan.

#### IV. EMPLOYEE'S RIGHTS AND DUTIES

Rights and duties of employees shall include, but are not limited to, the following provisions:

- a. Each employee shall comply with occupational safety and health act standards and all rules, regulations, and orders issued pursuant to this Program Plan and the Tennessee Occupational Safety and Health Act of 1972 which are applicable to his or her own actions and conduct.
- b. Each employee shall be notified by the placing of a notice upon bulletin boards, or other places of common passage, of any application for a permanent or temporary order granting the employer a variance from any provision of the TOSH Act or any standard or regulation promulgated under the Act.
- c. Each employee shall be given the opportunity to participate in any hearing which concerns an application by the employer for a variance from a standard or regulation promulgated under the Act.
- d. Any employee who may be adversely affected by a standard or variance issued pursuant to the Act or this Program Plan may file a petition with the Commissioner of Labor and Workforce Development or whoever is responsible for the promulgation of the standard or the granting of the variance.
- e. Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by any applicable standard shall be provided by the employer the opportunities provided in § 50-3-203.
- f. Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative of employees shall be given the right to request an inspection and to consult with the Safety Director or Inspector at the time of the physical inspection of the worksite.
- g. Any employee may bring to the attention of the Safety Director any violation or suspected violations of the standards or any other health or safety hazards.
- h. No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceeding or inspection under or relating to this Program Plan.
- i. Any employee who believes that he or she has been discriminated against or discharged in violation of subsection (h) of this section may file a complaint alleging such discrimination with the Safety Director. Such an employee may also, within thirty (30) days after such violation occurs, file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.
- j. Nothing in this or any other provisions of this Program Plan shall be deemed to authorize or require any employee to undergo medical examination, immunization, or treatment for those who object thereto on religious grounds, except where such is necessary for the protection of the health or safety or others or when

- a medical examination may be reasonably required for performance of a specific job.
- k. Employees shall report any accident, injury, or illness resulting from their job, however minor it may seem to be, to their supervisor or the Safety Director within twenty-four (24) hours after the occurrence.

## V. ADMINISTRATION

- a. The Safety Director of Occupational Safety and Health is designated to perform duties or to exercise powers assigned so as to administer this Occupational Safety and Health Program Plan.
1. The Safety Director may designate a person or persons as he deems necessary to carry out his powers, duties, and responsibilities under this Program Plan.
  2. The Safety Director may delegate the power to make inspections, provided the procedures employed are as effective as those employed by the Safety Director.
  3. The Safety Director shall employ measures to coordinate, to the extent possible, the activities of all departments to promote efficiency and to minimize any inconveniences under this Program Plan.
  4. The Safety Director may request qualified technical personnel from any department or section of government to assist him in making compliance inspections, accident investigations, or as he may otherwise deem necessary and appropriate in order to carry out his duties under this Program Plan.
  5. The Safety Director shall prepare the report to the Commissioner of Labor and Workforce Development required by subsection (g) of Section 1 of this plan.
  6. The Safety Director shall make or cause to be made periodic and follow-up inspections of all facilities and worksites where employees of this employer are employed. He shall make recommendations to correct any hazards or exposures observed. He shall make or cause to be made any inspections required by complaints submitted by employees or inspections requested by employees.
  7. The Safety Director shall assist any officials of the employer in the investigation of occupational accidents or illnesses.
  8. The Safety Director shall maintain or cause to be maintained records required under Section VIII of this plan.
  9. **The Safety Director shall, in the eventuality that there is a fatality, ensure that the Commissioner of Labor and Workforce Development receives notification of the occurrence within eight (8) hours. All work-related inpatient hospitalizations, amputations, and loss of an eye must be reported to TOSHA within 24 hours.**
- b. The administrative or operational head of each department, division, board, or other agency of this employer shall be responsible for the implementation of this Occupational Safety and Health Program Plan within their respective areas.
1. The administrative or operational head shall follow the directions of the Safety Director on all issues involving occupational safety and health of employees as set forth in this plan.
  2. The administrative or operational head shall comply with all abatement orders issued in accordance with the provisions of this plan or request a review of the order with the Safety Director within the abatement period.
  3. The administrative or operational head should make periodic safety surveys of the establishment under his jurisdiction to become aware of hazards or standards violations that may exist and make an attempt to immediately correct such hazards or violations.
  4. The administrative or operational head shall investigate all occupational accidents, injuries, or illnesses reported to him. He shall report such accidents, injuries, or illnesses to the Safety Director along with his findings and/or recommendations in accordance with APPENDIX IV of this plan.

## VI. STANDARDS AUTHORIZED

The standards adopted under this Program Plan are the applicable standards developed and promulgated under Section VI (6) of the Tennessee Occupational Safety and Health Act of 1972. Additional standards may be promulgated by the governing body of this employer as that body may deem necessary for the safety and health of employees. Note: 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; and the Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, CHAPTER 0800-01-1 through CHAPTER 0800-01-11 are the standards and rules invoked.

## VII. VARIANCE PROCEDURE

The Safety Director may apply for a variance as a result of a complaint from an employee or of his knowledge of certain hazards or exposures. The Safety Director should definitely believe that a variance is needed before the application for a variance is submitted to the Commissioner of Labor and Workforce Development.

The procedure for applying for a variance to the adopted safety and health standards is as follows:

- a. The application for a variance shall be prepared in writing and shall contain:
  1. A specification of the standard or portion thereof from which the variance is sought.
  2. A detailed statement of the reason(s) why the employer is unable to comply with the standard supported by representations by qualified personnel having first-hand knowledge of the facts represented.
  3. A statement of the steps employer has taken and will take (with specific data) to protect employees against the hazard covered by the standard.
  4. A statement of when the employer expects to comply and what steps have or will be taken (with dates specified) to come into compliance with the standard.
  5. A certification that the employer has informed employees, their authorized representative(s), and/or interested parties by giving them a copy of the request, posting a statement summarizing the application (to include the location of a copy available for examination) at the places where employee notices are normally posted and by other appropriate means. The certification shall contain a description of the means actually used to inform employees and that employees have been informed of their right to petition the Commissioner of Labor and Workforce Development for a hearing.
- b. The application for a variance should be sent to the Commissioner of Labor and Workforce Development by registered or certified mail.
- c. The Commissioner of Labor and Workforce Development will review the application for a variance and may deny the request or issue an order granting the variance. An order granting a variance shall be issued only if it has been established that:
  1. The employer:
    - i. Is unable to comply with the standard by the effective date because of unavailability of professional or technical personnel or materials and equipment required or necessary construction or alteration of facilities or technology.
    - ii. Has taken all available steps to safeguard employees against the hazard(s) covered by the standard.
    - iii. Has as effective Program Plan for coming into compliance with the standard as quickly as possible.
  2. The employee is engaged in an experimental Program Plan as described in subsection (b), section 13 of the Act.

- d. A variance may be granted for a period of no longer than is required to achieve compliance or one (1) year, whichever is shorter.
- e. Upon receipt of an application for an order granting a variance, the Commissioner to whom such application is addressed may issue an interim order granting such a variance for the purpose of permitting time for an orderly consideration of such application. No such interim order may be effective for longer than one hundred eighty (180) days.
- f. The order or interim order granting a variance shall be posted at the worksite and employees notified of such order by the same means used to inform them of the application for said variance (see subsection (a)(5) of this section).

### VIII. RECORDKEEPING AND REPORTING

Recording and reporting of all occupational accidents, injuries, and illnesses shall be in accordance with instructions and on forms prescribed in the booklet. You can get a copy of the Forms for Recordkeeping from the internet. Go to [www.osha.gov](http://www.osha.gov) and type Recordkeeping Forms in the search box.

The position responsible for recordkeeping is shown on the SAFETY AND HEALTH ORGANIZATIONAL CHART, Appendix IV to this plan.

Details of how reports of occupational accidents, injuries, and illnesses will reach the recordkeeper are specified by ACCIDENT REPORTING PROCEDURES, Appendix IV to this plan. The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, OCCUPATIONAL SAFETY AND HEALTH RECORD-KEEPING AND REPORTING, CHAPTER 0800-01-03, as authorized by T.C.A., Title 50.

### IX. EMPLOYEE COMPLAINT PROCEDURE

If any employee feels that he is assigned to work in conditions which might affect his health, safety, or general welfare at the present time or at any time in the future, he should report the condition to the Safety Director of Occupational Safety and Health.

- a. The complaint should be in the form of a letter and give details on the condition(s) and how the employee believes it affects or will affect his health, safety, or general welfare. The employee should sign the letter but need not do so if he wishes to remain anonymous (see subsection (h) of Section 1 of this plan).
- b. Upon receipt of the complaint letter, the Safety Director will evaluate the condition(s) and institute any corrective action, if warranted. Within ten (10) working days following the receipt of the complaint, the Safety Director will answer the complaint in writing stating whether or not the complaint is deemed to be valid and if not, why not, what action has been or will be taken to correct or abate the condition(s) and giving a designated time period for correction or abatement. Answers to anonymous complaints will be posted upon bulletin boards or other places of common passage where the anonymous complaint may be reasonably expected to be seen by the complainant for a period of three (3) working days.
- c. If the complainant finds the reply not satisfactory because it was held to be invalid, the corrective action is felt to be insufficient, or the time period for correction is felt to be too long, he may forward a letter to the Chief Executive Officer or to the governing body explaining the condition(s) cited in his original complaint and why he believes the answer to be inappropriate or insufficient.
- d. The Chief Executive Officer or a representative of the governing body will evaluate the complaint and will begin to take action to correct or abate the condition(s) through arbitration or administrative sanctions or may find the complaint to be invalid. An answer will be sent to the complainant within ten (10) working days.



following receipt of the complaint or the next regularly scheduled meeting of the governing body following receipt of the complaint explaining decisions made and action taken or to be taken.

- e. After the above steps have been followed and the complainant is still not satisfied with the results, he may then file a complaint with the Commissioner of Labor and Workforce Development. Any complaint filed with the Commissioner of Labor and Workforce Development in such cases shall include copies of all related correspondence with the Safety Director and the Chief Executive Officer or the representative of the governing body.
- f. Copies of all complaint and answers thereto will be filed by the Safety Director who shall make them available to the Commissioner of Labor and Workforce Development or his designated representative upon request.

## X. EDUCATION AND TRAINING

### a. Safety Director and/or Compliance Inspector(s):

1. Arrangements will be made for the Safety Director and/or Compliance Inspector(s) to attend training seminars, workshops, etc., conducted by the State of Tennessee or other agencies. A list of Seminars can be obtained.
2. Access will be made to reference materials such as 29 CFR 1910 General Industry Regulations; 29 CFR 1926 Construction Industry Regulations; The Rules of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, and other equipment/supplies, deemed necessary for use in conducting compliance inspections, conducting local training, wiring technical reports, and informing officials, supervisors, and employees of the existence of safety and health hazards will be furnished.

### b. All Employees (including supervisory personnel):

A suitable safety and health training program for employees will be established. This program will, as a minimum:

1. Instruct each employee in the recognition and avoidance of hazards or unsafe conditions and of standards and regulations applicable to the employee's work environment to control or eliminate any hazards, unsafe conditions, or other exposures to occupational illness or injury.
2. Instruct employees who are required to handle or use poisons, acids, caustics, toxicants, flammable liquids, or gases including explosives, and other harmful substances in the proper handling procedures and use of such items and make them aware of the personal protective measures, person hygiene, etc., which may be required.
3. Instruct employees who may be exposed to environments where harmful plants or animals are present, of the hazards of the environment, how to best avoid injury or exposure, and the first aid procedures to be followed in the event of injury or exposure.
4. Instruct all employees of the common deadly hazards and how to avoid them, such as Falls; Equipment Turnover; Electrocutation; Struck by/Caught In; Trench Cave In; Heat Stress and Drowning.
5. Instruct employees on the hazards and dangers of confined or enclosed spaces.
  - i. Confined or enclosed space means space having a limited means of egress and which is subject to the accumulation of toxic or flammable contaminants or has an oxygen deficient atmosphere. Confined or enclosed spaces include, but are not limited to, storage tanks, boilers, ventilation or exhaust ducts, sewers, underground utility accesses, tunnels, pipelines, and open top spaces more than four feet (4) in depth such as pits, tubs, vaults, and vessels.
  - ii. Employees will be given general instruction on hazards involved, precautions to be taken, and on the use of personal protective and emergency equipment required. They shall also be instructed on all

- specific standards or regulations that apply to work in dangerous or potentially dangerous areas.
- iii. The immediate supervisor of any employee who must perform work in a confined or enclosed space shall be responsible for instructing employees on danger of hazards which may be present, precautions to be taken, and use of personal protective and emergency equipment, immediately prior to their entry into such an area and shall require use of appropriate personal protective equipment.

## XI. GENERAL INSPECTION PROCEDURES

It is the intention of the governing body and responsible officials to have an Occupational Safety and Health Program Plan that will ensure the welfare of employees. In order to be aware of hazards, periodic inspections must be performed. These inspections will enable the finding of hazards or unsafe conditions or operations that will need correction in order to maintain safe and healthful worksites. Inspections made on a pre-designated basis may not yield the desired results. Inspections will be conducted, therefore, on a random basis at intervals not to exceed thirty (30) calendar days.

- a. In order to carry out the purposes of this Ordinance, the Safety Director and/or Compliance Inspector(s), if appointed, is authorized:
  1. To enter at any reasonable time, any establishment, facility, or worksite where work is being performed by an employee when such establishment, facility, or worksite is under the jurisdiction of the employer and;
  2. To inspect and investigate during regular working hours and at other reasonable times, within reasonable limits, and in a reasonable manner, any such place of employment and all pertinent conditions, processes, structures, machines, apparatus, devices, equipment, and materials therein, and to question privately any supervisor, operator, agent, or employee working therein.
- b. If an imminent danger situation is found, alleged, or otherwise brought to the attention of the Safety Director or Inspector during a routine inspection, he shall immediately inspect the imminent danger situation in accordance with Section XII of this plan before inspecting the remaining portions of the establishment, facility, or worksite.
- c. An administrative representative of the employer and a representative authorized by the employees shall be given an opportunity to consult with and/or to accompany the Safety Director or Inspector during the physical inspection of any worksite for the purpose of aiding such inspection.
- d. The right of accompaniment may be denied to any person whose conduct interferes with a full and orderly inspection.
- e. The conduct of the inspection shall be such as to preclude unreasonable disruptions of the operation(s) of the workplace.
- f. Interviews of employees during the course of the inspection may be made when such interviews are considered essential to investigative techniques.
- g. Advance Notice of Inspections.
  1. Generally, advance notice of inspections will not be given as this precludes the opportunity to make minor or temporary adjustments in an attempt to create misleading impression of conditions in an establishment.
  2. There may be occasions when advance notice of inspections will be necessary in order to conduct an

effective inspection or investigation. When advance notice of inspection is given, employees or their authorized representative(s) will also be given notice of the inspection.

- h. The Safety Director need not personally make an inspection of each and every worksite once every thirty (30) days. He may delegate the responsibility for such inspections to supervisors or other personnel provided:
  - 1. Inspections conducted by supervisors or other personnel are at least as effective as those made by the Safety Director.
  - 2. Records are made of the inspections, any discrepancies found, and corrective actions taken. This information is forwarded to the Safety Director.
- i. The Safety Director shall maintain records of inspections to include identification of worksite inspected, date of inspection, description of violations of standards or other unsafe conditions or practices found, and corrective action taken toward abatement. Those inspection records shall be subject to review by the Commissioner of Labor and Workforce Development or his authorized representative.

## XII. IMMINENT DANGER PROCEDURES

- a. Any discovery, any allegation, or any report of imminent danger shall be handled in accordance with the following procedures:
  - 1. The Safety Director shall immediately be informed of the alleged imminent danger situation, and he shall immediately ascertain whether there is a reasonable basis for the allegation.
  - 2. If the alleged imminent danger situation is determined to have merit by the Safety Director, he shall make or cause to be made an immediate inspection of the alleged imminent danger location.
  - 3. As soon as it is concluded from such inspection that conditions or practices exist which constitute an imminent danger, the Safety Director or Compliance Inspector shall attempt to have the danger corrected. All employees at the location shall be informed of the danger and the supervisor or person in charge of the worksite shall be requested to remove employees from the area, if deemed necessary.
  - 4. The administrative or operational head of the workplace in which the imminent danger exists, or his authorized representative, shall be responsible for determining the manner in which the imminent danger situation will be abated. This shall be done in cooperation with the Safety Director or Compliance Inspector and to the mutual satisfaction of all parties involved.
  - 5. The imminent danger shall be deemed abated if:
    - i. The imminence of the danger has been eliminated by removal of employees from the area of danger.
    - ii. Conditions or practices which resulted in the imminent danger have been eliminated or corrected to the point where an unsafe condition or practice no longer exists.
  - 6. A written report shall be made by or to the Safety Director describing in detail the imminent danger and its abatement. This report will be maintained by the Safety Director in accordance with subsection (i) of Section XI of this plan.
- b. Refusal to Abate.
  - 1. Any refusal to abate an imminent danger situation shall be reported to the Safety Director and Chief Executive Officer immediately.
  - 2. The Safety Director and/or Chief Executive Officer shall take whatever action may be necessary to achieve abatement.

### XIII. ABATEMENT ORDERS AND HEARINGS

- a. Whenever, as a result of an inspection or investigation, the Safety Director or Compliance Inspector(s) finds that a worksite is not in compliance with the standards, rules or regulations pursuant to this plan and is unable to negotiate abatement with the administrative or operational head of the worksite within a reasonable period of time, the Safety Director shall:
  1. Issue an abatement order to the head of the worksite.
  2. Post or cause to be posted, a copy of the abatement order at or near each location referred to in the abatement order.
- b. Abatement orders shall contain the following information:
  1. The standard, rule, or regulation which was found to be violated.
  2. A description of the nature and location of the violation.
  3. A description of what is required to abate or correct the violation.
  4. A reasonable period of time during which the violation must be abated or corrected.
- c. At any time within ten (10) days after receipt of an abatement order, anyone affected by the order may advise the Safety Director in writing of any objections to the terms and conditions of the order. Upon receipt of such objections, the Safety Director shall act promptly to hold a hearing with all interested and/or responsible parties in an effort to resolve any objections. Following such a hearing, the Safety Director shall, within three (3) working days, issue an abatement order and such subsequent order shall be binding on all parties and shall be final.

### XIV. PENALTIES

- a. No civil or criminal penalties shall be issued against any official, employee, or any other person for failure to comply with safety and health standards or any rules or regulations issued pursuant to this Program Plan.
- b. Any employee, regardless of status, who willfully and/or repeatedly violates, or causes to be violated, any safety and health standard, rule, or regulation or any abatement order shall be subject to disciplinary action by the appointing authority. It shall be the duty of the appointing authority to administer discipline by taking action in one of the following ways as appropriate and warranted:
  1. Oral reprimand.
  2. Written reprimand.
  3. Suspension for three (3) or more working days.
  4. Termination of employment.

### XV. CONFIDENTIALITY OF PRIVILEGED INFORMATION

All information obtained by or reported to the Safety Director pursuant to this plan of operation or the legislation (ordinance, or executive order) enabling this Occupational Safety and Health Program Plan which contains or might reveal information which is otherwise privileged shall be considered confidential. Such information may be disclosed to other officials or employees concerned with carrying out this Program Plan or when relevant in any

proceeding under this Program Plan. Such information may also be disclosed to the Commissioner of Labor and Workforce Development or their authorized representatives in carrying out their duties under the Tennessee Occupational Safety and Health Act of 1972.

XVI. DISCRIMINATION INVESTIGATIONS AND SANCTIONS

The Rule of Tennessee Department of Labor and Workforce Development Occupational Safety and Health, DISCRIMINATION AGAINST EMPLOYEES EXERCISING RIGHTS UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1972 0800-01-08, as authorized by T.C.A., Title 50. The agency agrees that any employee who believes they have been discriminated against or discharged in violation of Tenn. Code Ann § 50-3-409 can file a complaint with their agency/safety Safety Director within 30 days, after the alleged discrimination occurred. Also, the agency agrees the employee has a right to file their complaint with the Commissioner of Labor and Workforce Development within the same 30 day period. The Commissioner of Labor and Workforce Development may investigate such complaints, make recommendations, and/or issue a written notification of a violation.

XVII. COMPLIANCE WITH OTHER LAWS NOT EXCUSED

- a. Compliance with any other law, statute, ordinance, or executive order, which regulates safety and health in employment and places of employment, shall not excuse the employer, the employee, or any other person from compliance with the provisions of this Program Plan.
- b. Compliance with any provisions of this Program Plan or any standard, rule, regulation, or order issued pursuant to this Program Plan shall not excuse the employer, the employee, or any other person from compliance with the law, statute, ordinance, or executive order, as applicable, regulating and promoting safety and health unless such law, statute, ordinance, or executive order, as applicable, is specifically repealed.

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Signature: Safety Director, Occupational Safety and Health and Date

**APPENDIX - 1 WORK LOCATIONS  
(ORGANIZATIONAL CHART)**

Covington Airport 169 Airport Pkwy Dr. Covington, TN 38019 (901) 476-1392	-	3 employees	Public Works 300 S. College St. Covington, TN 38019 (901) 476-9613	23 employees
City Hall 200 W. Washington Ave Covington, TN 38019 (901) 476-9613	-	9 employees	Utility Billing 200 W. Washington Ave Covington, TN 38019 (901) 476-9613	2 employees
Code Compliance 200 W. Washington Ave Covington, TN 38019 (901) 476-7191 Ext. 1029	-	5 employees	Street/Santations 410 E. Ripley St. Covington, TN 38019 (901) 476-6793	27 employees
Covington Electric Systems 1469 S. Main St. Covington, TN 38019 (901) 476-7104	-	19 employees	Maintenance Shop 410 E. Ripley St. Covington, TN 38019 (901) 476-6793	3 employees
Covington Fire Department 101 Tennessee Avenue Covington, TN 38019 (901) 476-2578	-	29 employees	Human Resources 200 W. Washington Ave Covington, TN 38019 (901) 476-9613	2 employees
Covington Police Department 211 S. Main St. 300 W. Church St. Covington, TN 38019 (901) 444-1047	-	35 employees	Park & Recreation 790 Bert Johnston Ave Covington, TN 38019 (901) 476-3734	26 employees

TOTAL NUMBER OF EMPLOYEES: 183

## APPENDIX – II NOTICE TO ALL EMPLOYEES

### NOTICE TO ALL EMPLOYEES OF THE CITY OF COVINGTON

The Tennessee Occupational Safety and Health Act of 1972 provides job safety and health protection for Tennessee workers through the promotion of safe and healthy working conditions. Under a plan reviewed by the Tennessee Department of Labor and Workforce Development, this government, as an employer, is responsible for administering the Act to its employees. Safety and health standards are the same as State standards and jobsite inspections will be conducted to ensure compliance with the Act.

Employees shall be furnished conditions of employment and a place of employment free from recognized hazards that are causing or are likely to cause death or serious injury or harm to employees.

Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Program Plan which are applicable to his or her own actions and conduct.

Each employee shall be notified by the placing upon bulletin boards or other places of common passage of any application for a temporary variance from any standard or regulation.

Each employee shall be given the opportunity to participate in any hearing which concerns an application for a variance from a standard.

Any employee who may be adversely affected by a standard or variance issued pursuant to this Program Plan may file a petition with the Safety Director or the PERSONNEL DIRECTOR.

Any employee who has been exposed or is being exposed to toxic materials or harmful physical agents in concentrations or at levels in excess of that provided for by an applicable standard shall be notified by the employer and informed of such exposure and corrective action being taken.

Subject to regulations issued pursuant to this Program Plan, any employee or authorized representative(s) of employees shall be given the right to request an inspection.

No employee shall be discharged or discriminated against because such employee has filed any complaint or instituted or caused to be instituted any proceedings or inspection under, or relating to, this Program Plan.

Any employee who believes he or she has been discriminated against or discharged in violation of these sections may, within thirty (30) days after such violation occurs, have an opportunity to appear in a hearing before the Personnel Director for assistance in obtaining relief or to file a complaint with the Commissioner of Labor and Workforce Development alleging such discrimination.

A copy of the Occupational Safety and Health Program Plan for the Employees of COVINGTON is available for inspection by any employee at City Hall and the Safety Director's office during regular office hours.

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Signature: (City/County) MAYOR AND DATE

### APPENDIX - III PROGRAM PLAN BUDGET

(Either answer questions 1-11 or fill in the statement below)

1. Prorated portion of wages, salaries, etc., for program administration and support.
2. Office space and office supplies.
3. Safety and health educational materials and support for education and training.
4. Safety devices for personnel safety and health.
5. Equipment modifications.
6. Equipment additions (facilities)
7. Protective clothing and equipment (personnel)
8. Safety and health instruments
9. Funding for projects to correct hazardous conditions.
10. Reserve fund for the Program Plan.
11. Contingencies and miscellaneous,

TOTAL ESTIMATED PROGRAM PLAN FUNDING,  
ESTIMATE OF TOTAL BUDGET FOR:

#### **OR Use This Statement:**

#### STATEMENT OF FINANCIAL RESOURCE AVAILABILITY

Be assured that the City of Covington has sufficient financial resources available or will make sufficient financial resources available as may be required in order to administer and staff its Occupational Safety and Health Program Plan and to comply with standards.



## APPENDIX – IV ACCIDENT REPORTING PROCEDURES

(1-15) Employees shall report all accidents, injuries, or illnesses directly to the Safety Director as soon as possible, but not later than twenty-four (24) hours after the occurrence. Such reports may be verbal or in writing. All fatalities, inpatient hospitalizations, amputations, and losses of an eye shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The Safety Director will ensure completion of required reports and records in accordance with Section VIII of the basic plan.

(16-50) Employees shall report all accidents, injuries, or illnesses to their supervisor as soon as possible, but not later than two (2) hours after the occurrence. All fatalities, inpatient hospitalizations, amputations, and losses of an eye shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The supervisor will investigate the accident or illness, complete an accident report, and forward the accident report to the Safety Director and/or record keeper within twenty-four (24) hours of the time the accident or injury occurred or the time of the first report of the illness.

(51-250) Employees shall report all accidents, injuries, or illnesses to their supervisors as soon as possible, but not later than two (2) hours after the occurrence. The supervisor will provide the Safety Director and/or record keeper with the name of the injured or ill employee and a brief description of the accident or illness by telephone as soon as possible, but not later than four (4) hours, after the accident or injury occurred or the time of the first report of the illness. All fatalities, inpatient hospitalizations, amputations, and losses of an eye shall be reported to the Safety Director and/or record keeper immediately, either by telephone or verbally, and will be followed by a written report within four (4) hours after their occurrence. The supervisor will then make a thorough investigation of the accident or illness (with the assistance of the Safety Director or Compliance Inspector, if necessary) and will complete a written report on the accident or illness and forward it to the Safety Director within seventy-two (72) hours after the accident, injury, or first report of illness and will provide one (1) copy of the written report to the recordkeeper.

(251-Plus) Employees shall report all accidents, injuries, or illnesses to their supervisors as soon as possible, but not later than two (2) hours after their occurrence. The supervisor will provide the administrative head of the department with a verbal or telephone report of the accident as soon as possible, but not later than four (4) hours, after the accident. If the accident involves a fatality, hospitalization, amputation, loss of an eye, loss of consciousness, broken bones, or third-degree burns, the Safety Director will be notified by telephone immediately and will be given the name of the injured, a description of the injury, and a brief description of how the accident occurred. The supervisor will then make a thorough investigation of the accident or illness (with the assistance of the Safety Director or Compliance Inspector, if necessary) and will complete a written report on the accident or illness and forward it to the Safety Director within seventy-two (72) hours after the accident, injury, or first report of illness and will provide one (1) copy of the written report to the record keeper.

Since Workers Compensation Form 6A or OSHA NO. 301 Form must be completed; all reports submitted in writing to the person responsible for recordkeeping shall include the following information as a minimum:

1. Accident location, if different from employer's mailing address and state whether accident occurred on premises owned or operated by employer.

2. Name, social security number, home address, age, sex, and occupation (regular job title) of injured or ill employee.
3. Title of the department or division in which the injured or ill employee is normally employed.
4. Specific description of what the employee was doing when injured.
5. Specific description of how the accident occurred.
6. A description of the injury or illness in detail and the part of the body affected.
7. Name of the object or substance which directly injured the employee.
8. Date and time of injury or diagnosis of illness.
9. Name and address of physician, if applicable.
10. If employee was hospitalized, name and address of hospital.
11. Date of report.

**NOTE: A procedure such as one of those listed above or similar information is necessary to satisfy Item Number 4 listed under PROGRAM PLAN in Section V. ADMINISTRATION, Part b of the Tennessee Occupational Safety and Health Plan.** This information may be submitted in flow chart form instead of in narrative form if desired. These procedures may be modified in any way to fit local situations as they have been prepared as a guide only.

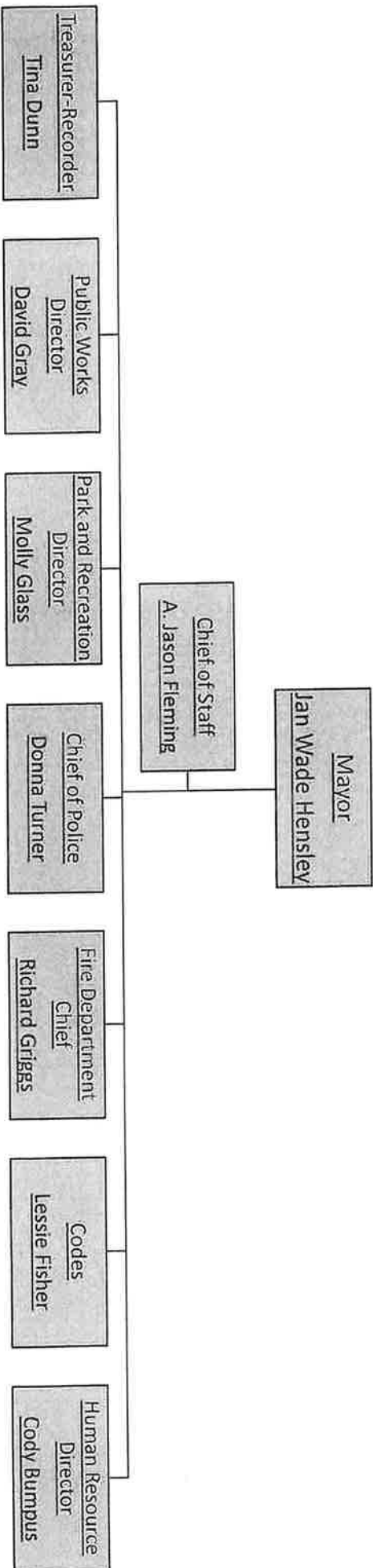
The four (4) procedures listed above are based upon the size of the work force and relative complexity of the organization. The approximate size of the organization for which each procedure is suggested is indicated in parenthesis in the left hand margin at the beginning, i.e., (1-15), (16-50), (51-250), and (251 Plus), and the figures relate to the total number of employees including the Chief Executive Officer but excluding the governing body (County Court, City Council, Board of Directors, etc.).

Generally, the more simple an accident reporting procedure is, the more effective it is. Please select the one procedure listed above, or prepare a similar procedure or flow chart, which most nearly fits what will be the most effective for your local situation. Note also that the specific information listed for written reports applies to all three of the procedures listed for those organizations with sixteen (16) or more employees.

Airport Manager  
Robin Anderson

Airport Lineman  
Gregory Johnson

Airport Lineman  
Mark Freeman

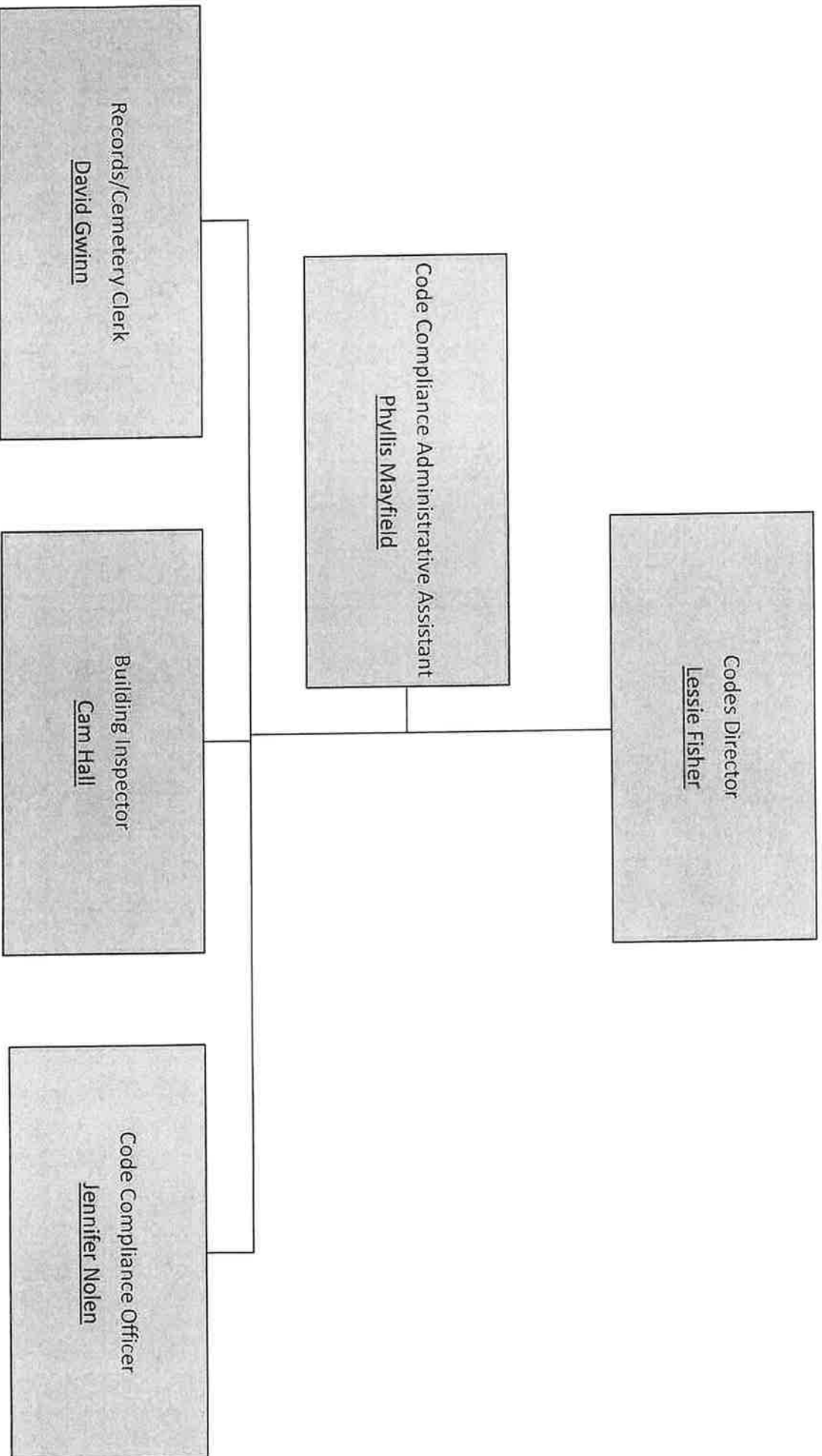


Treasurer-Recorder  
Tina Dunn

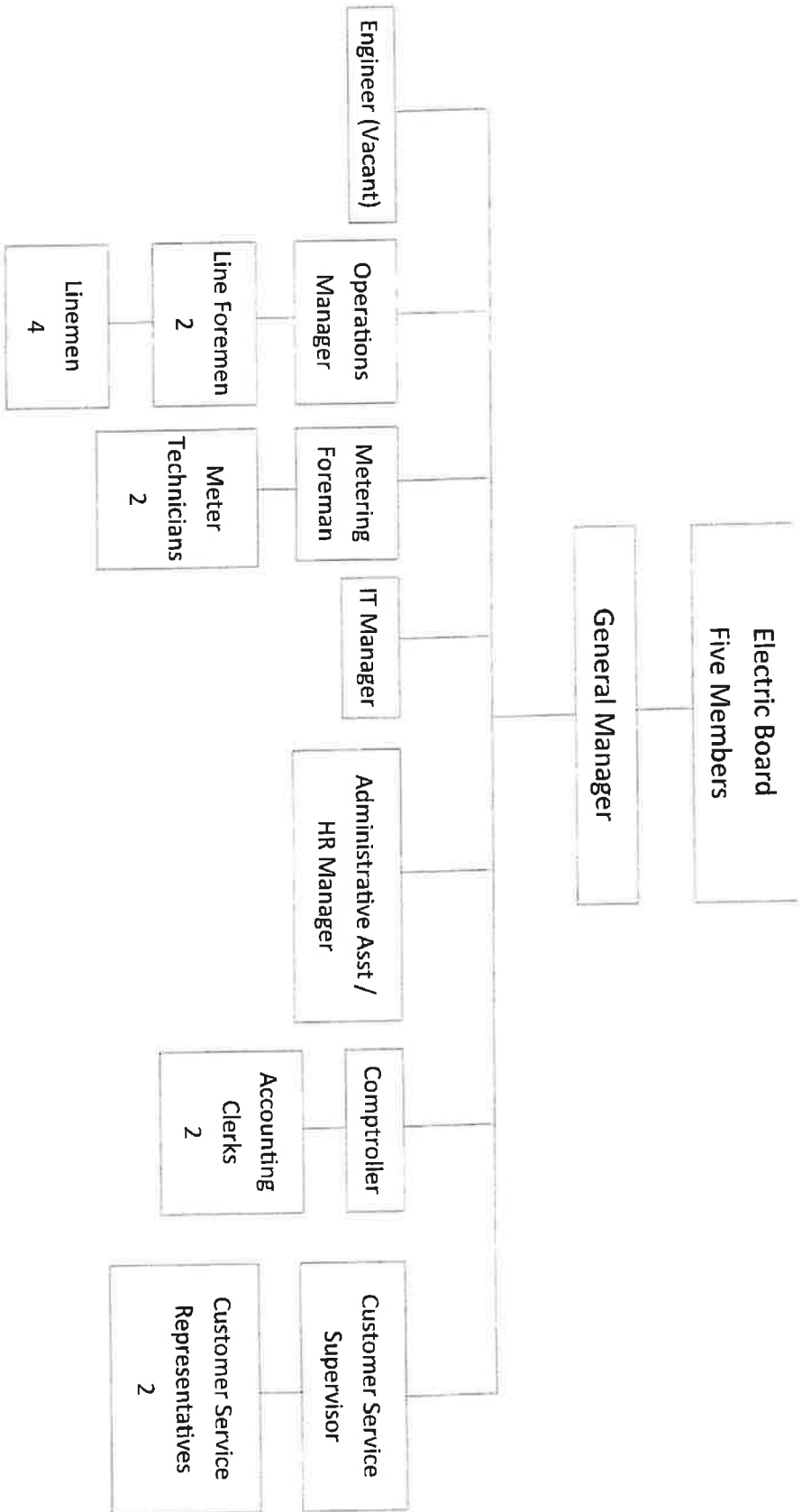
Deputy Recorder/Treasurer  
Kristan Mathis

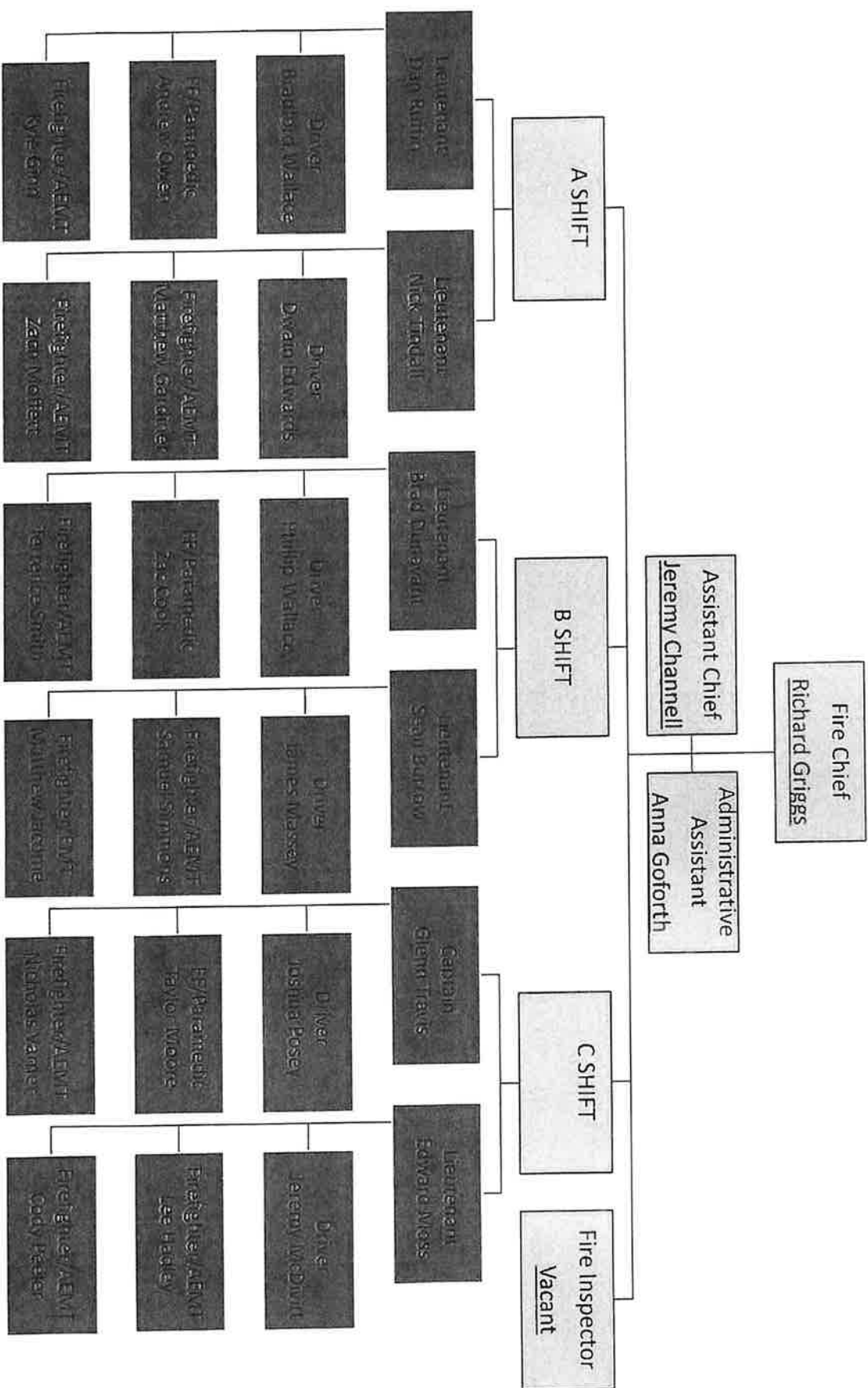
Accountant  
Susan Taylor

Accounting Clerks  
Lasandra Craig-Thompson  
Charlotte Tipton  
Vacant



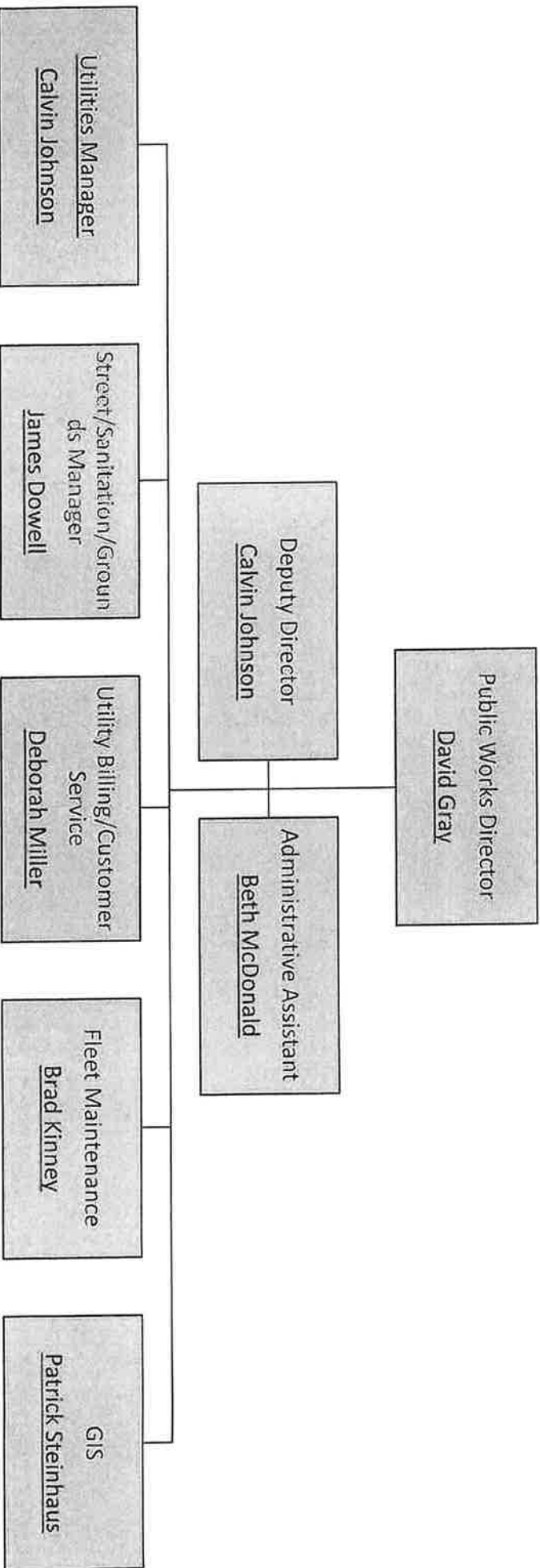
# COVINGTON ELECTRIC SYSTEM ORGANIZATIONAL CHART

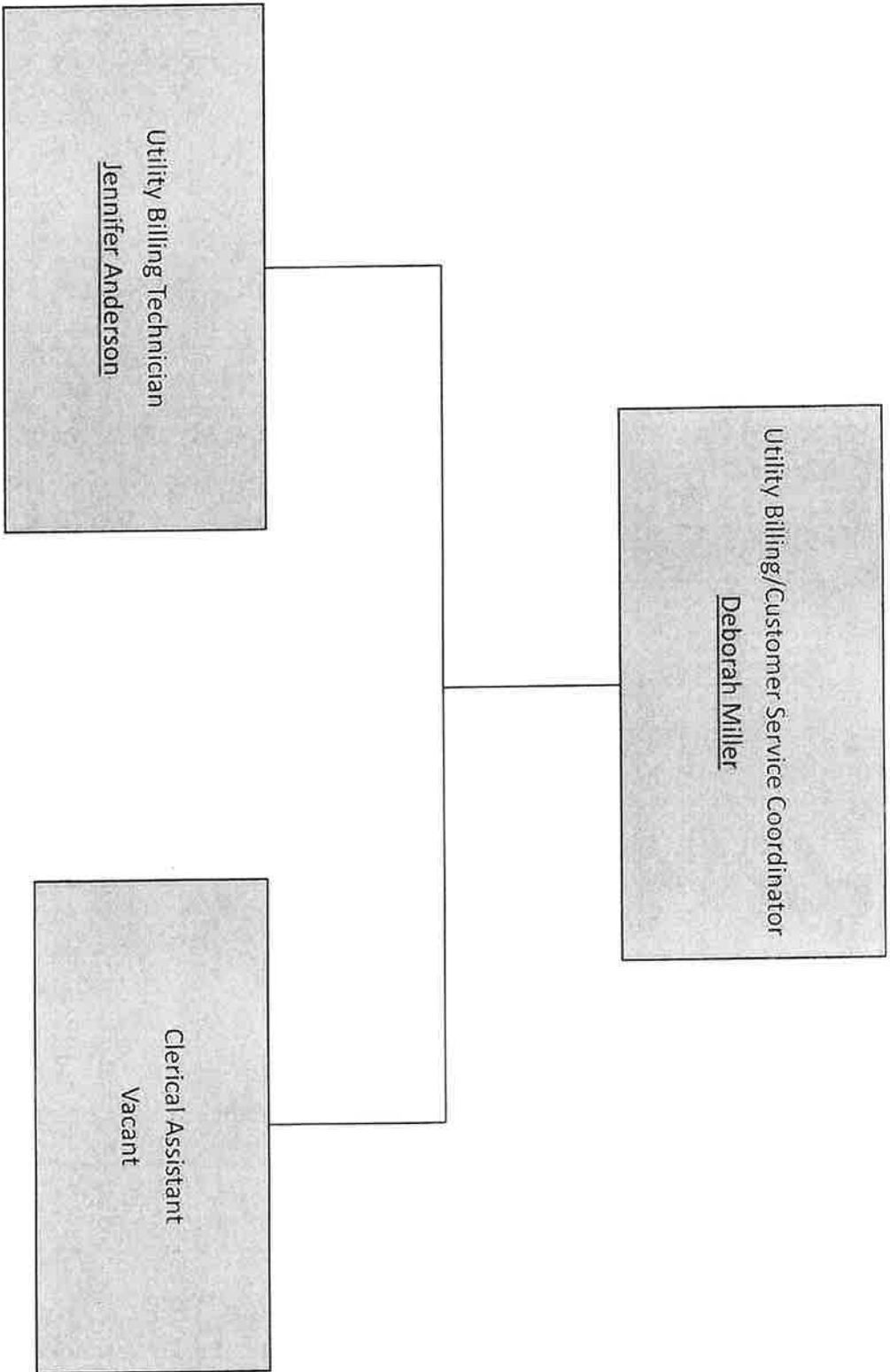


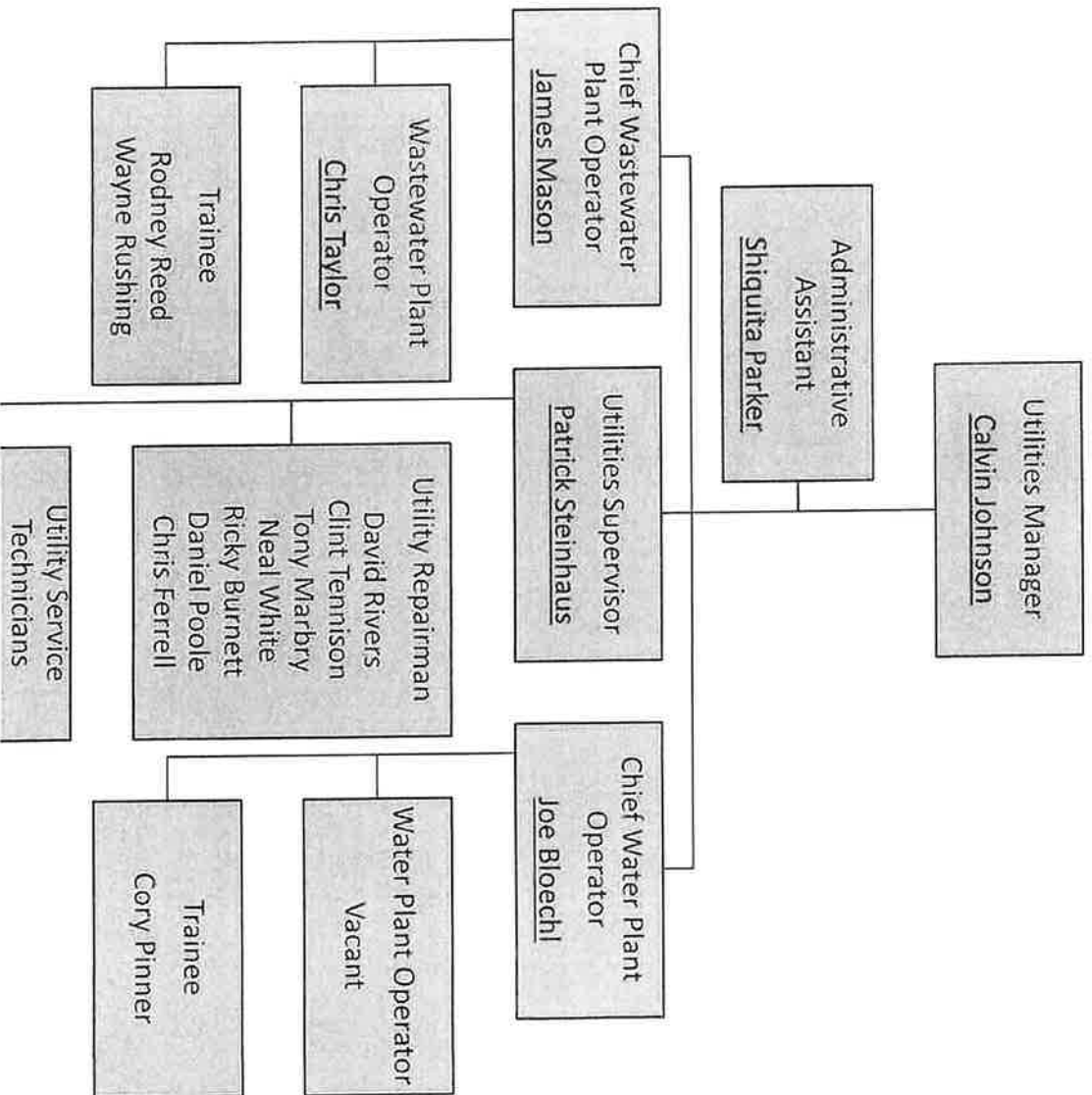


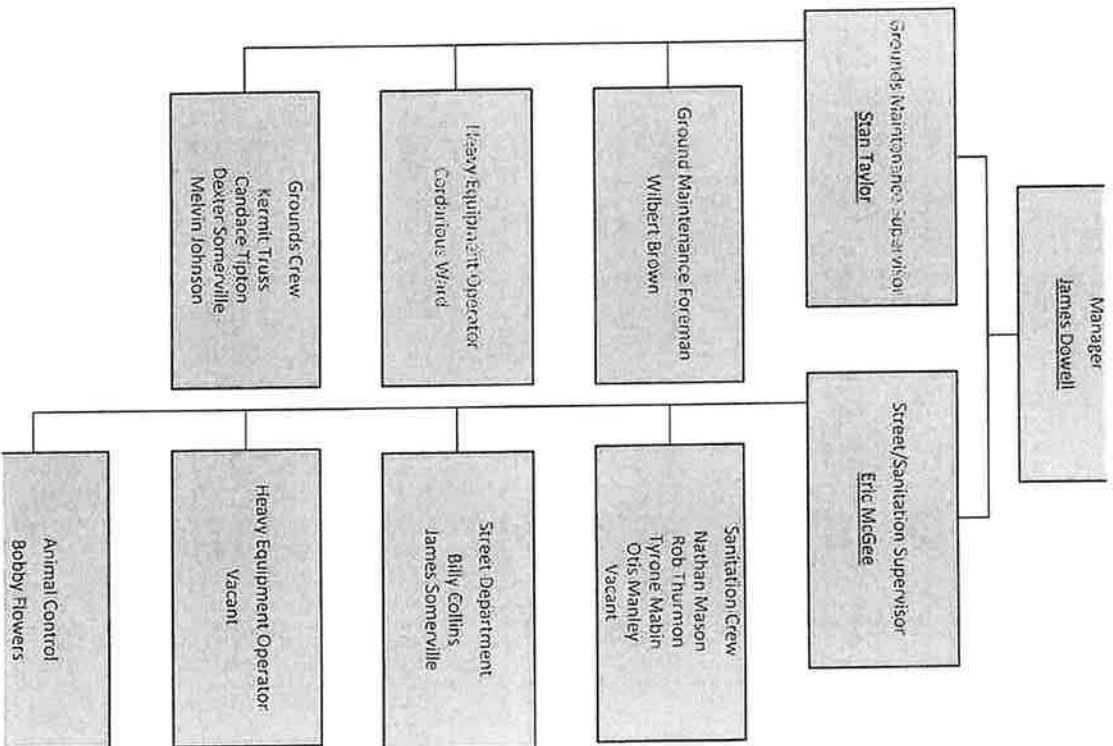


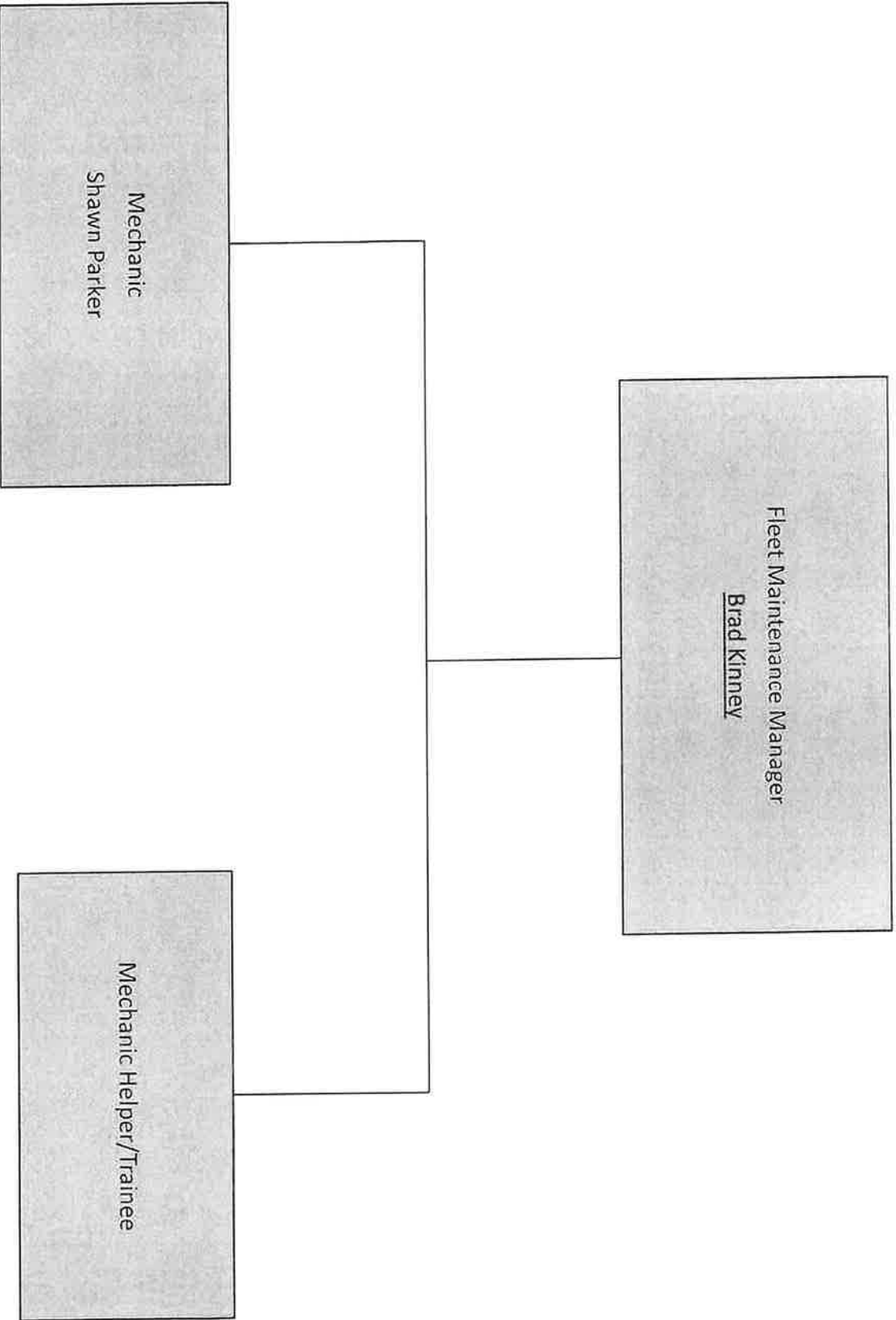






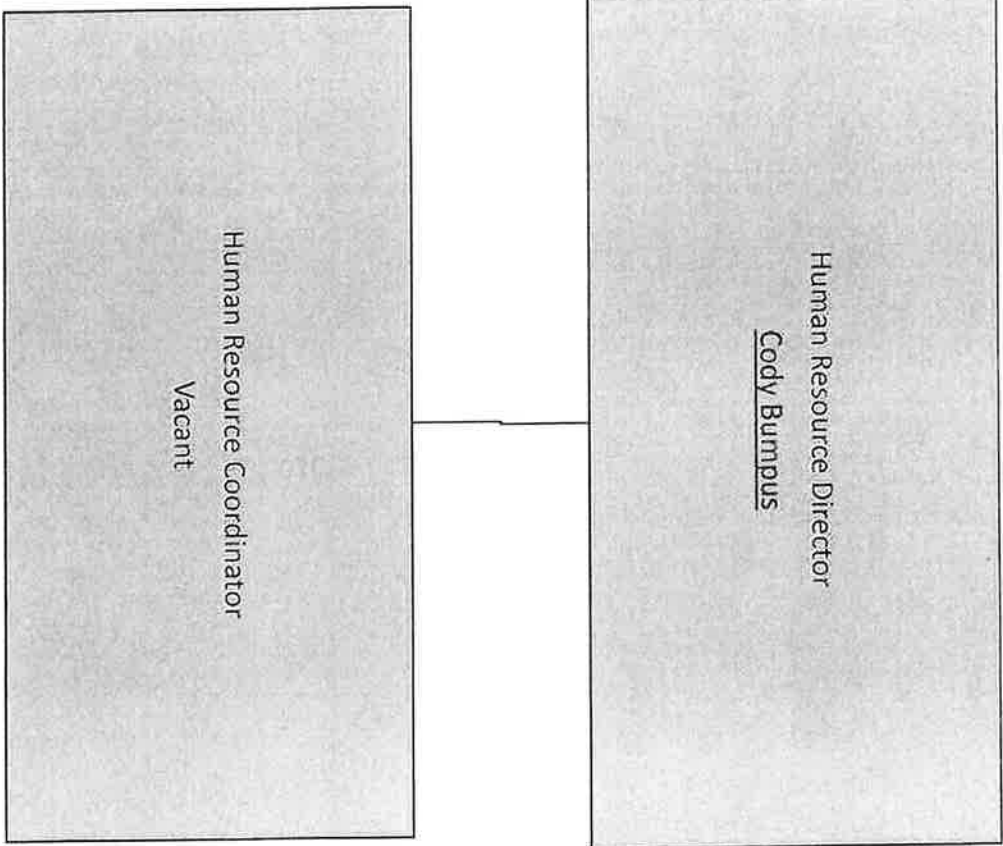






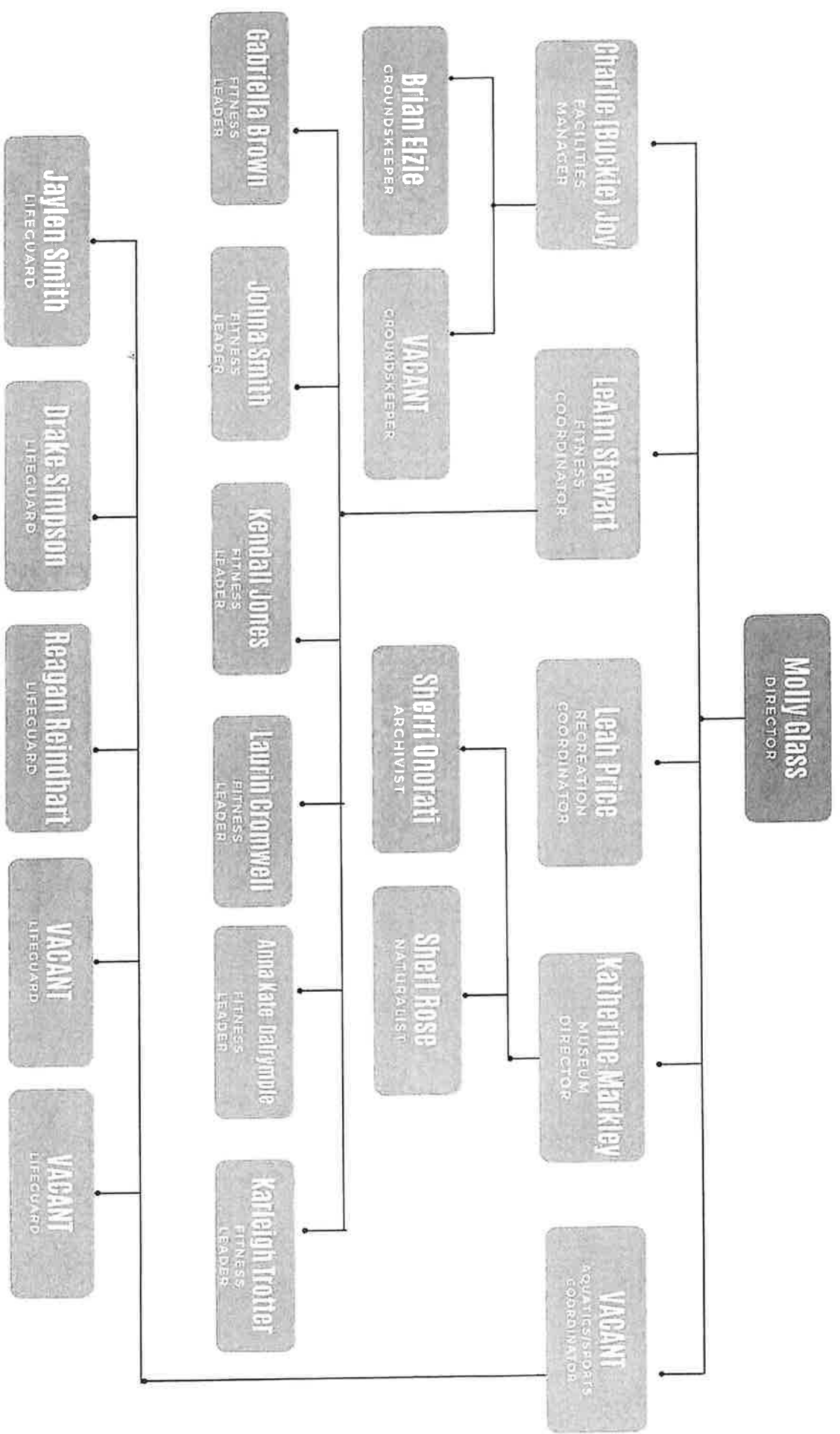
Human Resource Director  
Cody Bumpus

Human Resource Coordinator  
Vacant





# CITY OF COVINGTON PARKS AND RECREATION ORGANIZATION CHART





Work Location - Name	Address	Contact Person	Phone #	# Employees
Covington Airport	169 Airport Pkwy Dr.	Robbin Anderson	901-476-1392	3
City Hall	200 W. Washington Ave	Jan Hensley	901-476-9613	9
Code Compliance	200 W. Washington Ave	Lessie Fisher	901-476-7191 Ext. 1029	5
Covington Electric Systems	1469 S. Main St.	Will White	901-476-7104	19
Covington Fire Department	101 Tennessee Ave	Richard Griggs	901-476-2578	29
Covington Police Department	211 S. Main St 300 W. Church Ave	Donna Turner	901-444-1047	35
Public Works	300 S. College St.	David Gray	901-476-9613	23
Utility Billing	200 W. Washington Ave	Calvin Johnson	901-476-9613	2
Street / Sanitations	410 E Ripley St.	James Dowell	901-476-6793	27
Maintenance Shop		Brad Kinney	901-476-6793	3

Work Location - Name	Address	Contact Person	Phone #	# Employees
Human Resources	200 W. Washington Ave	Cody Bumpus	901-476-9613	2
Park & Recreation	790 Bert Johnston Ave	Mollie Glass	901-476-3734	26
TOTAL				183

	Full Time	Part Time
Airport	3	0
City Hall	9	0
Code Compliance	5	0
Electric System	19	0
Fire Dept.	26	3
Police Dept.	35	0
Public Works	55	0
Human Resources	2	0
Parks & Recreations	9	17
Total	163	20

# Signature Page

Adopted By the Board of Mayor & Alderman of the City of Covington, TN

This \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Richard Griggs, Safety Director

\_\_\_\_\_  
Jan Hensley, Mayor

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Tina Dunn, Recorder / Treasure

Date \_\_\_\_\_

Note: A copy of the Occupational Safety and Health Program for the employees of the City of Covington is available for inspection by any employee at City Hall or the Office of

