

**TO THE HONORABLE MEMBERS OF THE BOARD OF COMMISSIONERS
GILES COUNTY, TENNESSEE
I HEREBY SUBMIT THE FOLLOWING REPORT
May 16, 2022**

Roll Call

Court Open

Prayer

Pledge of Allegiance to the Flag of the United States of America

Approval of Minutes of the April 18, 2022, Regular Session of the Giles County Legislative Body

ADDRESS COMMISSION:

Giles County EDC Director David Hamilton

PUBLIC COMMENTS

ELECTIONS

Notaries Public at Large

Renewal notaries: Sherry W. Adams, Barry Chad Alsup, Samuel B. Garner, Jr., Denise Wheeler, Sandra Worsham

New: Lita Johnson, Jason Scott Sprakties

Equalization Board 1 member

Nominee: Wayne Brumit to complete the unexpired term of Mr. R. E. Long

REPORTS

Finance Director, (March, 2022) report which includes the following: Giles County General Fund, Drug, American Rescue Plan, Probation Fund, Highway, School, Federal, Food Service, Debt Service, Capital Projects, Highway Capital Projects, Education Capital Projects, Education Capital #2, Other Capital Projects

AGREEMENTS, GRANTS, AND CONTRACTS

Orrin H. Ingram Advised Fund – Funding Approved

Government Grant Contract: 2021-2022 Hazardous Materials Emergency Planning Grant

Government Grant Contract: VOCA, Tennessee Safe Courts

Open Meeting Technologies LLC

TRUSTEE To Balance the 2020 Tax Aggregate

RESOLUTIONS

AMENDMENTS

2022-28 Authorizing an amendment of the 2021-2022 Budget, County General Fund 101, Fund 127

2022-29 Authorizing the amendment of the 2021-2022 Budget, Highway Fund 131

2022-30 Authorizing the amendment of the 2021-2022 Budget, General Purpose School Fund 141

UNFINISHED BUSINESS

NEW BUSINESS

Respectfully submitted, this 9th day of May, 2022.

Carol H Wade

Giles County Clerk

TO THE BOARD OF COMMISSIONERS OF GILES COUNTY, TENNESSEE

I HEREWITH SUBMIT TO YOU THE FINANCIAL CONDITION OF GILES COUNTY, TENNESSEE
FOR THE MONTH ENDING MARCH 2022

received
5/6/2022 *aw*

ACCOUNT	BALANCE LAST	RECEIPTS	DISBURSEMENTS	COMMISSION	TRANSFER		BALANCE
	REPORT				DB	CR	
GENERAL	13,028,659.57	1,332,792.55	1,285,646.14	15,978.19	-	42,838.31	13,102,666.10
DRUG	93,443.54	8,742.37	-	-	-	-	102,185.91
AMER RESCUE PLAN	2,861,518.50	-	-	-	-	-	2,861,518.50
PROBATION FUND	4,977.00	135,000.00	9,711.27	-	-	-	130,265.73
HIGHWAY	2,995,387.22	369,494.30	750,924.11	5,157.59	-	-	2,608,799.82
SCHOOL	10,861,411.32	2,898,125.66	2,541,558.39	17,373.11	-	-	11,200,605.48
FEDERAL	680,233.86	531,671.80	348,056.44	-	-	-	863,849.22
FOOD SERVICE	1,669,325.35	355,313.77	184,601.56	-	-	-	1,840,037.56
DEBT SERVICE	464,815.04	1,420.57	-	-	-	-	466,235.61
CAPITAL PROJECTS	6,215.84	24,600.00	27,036.34	-	-	-	3,779.50
HWY CAPITAL PROJ	-	-	-	-	-	-	-
EDUC CAPITAL PROJ	80,790.04	-	-	-	-	-	80,790.04
EDUC CAPITAL #2	8,126,519.89	-	23,401.64	-	-	-	8,103,118.25
OTHER CAPITAL PROJ	5,137,763.43	87,072.38	-	870.73	-	-	5,223,965.08
TOTALS	46,011,060.60	5,744,233.40	5,170,935.89	39,379.62	-	42,838.31	46,587,816.80

Respectfully submitted,

Beth Moore Sumners

Beth Moore-Sumners, Finance Director

RECEIVED
6/06/2022

Funding Approved

Dear Kyle Helton, Sheriff:

I am pleased to inform you that a gift of \$307,500.00 USD has been recommended to the Orrin H. Ingram Advised Fund of the Community Foundation of Middle Tennessee. Your organization should receive funds directly from the Community Foundation as described below:

1. \$61,500.00 USD on or before June 30, 2021
2. \$61,500.00 USD on or before June 30, 2022
3. \$61,500.00 USD on or before June 30, 2023
4. \$61,500.00 USD on or before June 30, 2024
5. \$61,500.00 USD on or before June 30, 2025

This gift is for a *full-time Sheriff Deputy*. This is purely a donation, and no benefit should be received..

Ingram is pleased to provide support through this grant and appreciates your efforts to enrich the lives of others and better our community.

As you move forward, please note that Ingram funding should not be viewed as a recurring

revenue stream. We suggest that you broaden and diversify your funding base so that your organization's mission success is not dependent on continued Ingram funding.

As community needs and Ingram's priorities change, we adapt to new circumstances that may necessitate changes in our portfolio of philanthropic investments. Portfolio changes may include modifications of amounts and changes to the number and types of organizations and programs supported.

When making future funding requests, please continue to use the online application at www.ingramcharities.com. Please contact us at contact@ingramcharities.com if you have any questions or need additional information.

Sincerely,



Emily Weiss, Vice President, Community Relations

[Go to GrantsConnect](#)

GrantsConnect || Powered by: YourCause || Email Template: GC-50

6141 West Plano Parkway, Suite 1000, Plano, Texas 75093

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Thank you,

Brandon Beard
Chief Deputy
Giles County Sheriff's Dept.
chief@gilessd.com



GOVERNMENTAL GRANT CONTRACT

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

Begin Date <div style="text-align: center;">10/01/2020</div>	End Date <div style="text-align: center;">06/30/2022</div>	Agency Tracking # <div style="text-align: center;">34101-29722</div>	Edison ID <div style="text-align: center;">70755-41009</div>		
Grantee Legal Entity Name <div style="text-align: center;">GILES COUNTY</div>			Edison Vendor ID <div style="text-align: center;">4199</div>		
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		CFDA # 20.703 Grantee's fiscal year end June 30th			
Service Caption (one line only) <div style="text-align: center;">U.S. DEPARTMENT OF TRANSPORTATION PASS-THROUGH FUNDING FOR FUNDING YEAR 2021-2022 HAZARDOUS MATERIALS EMERGENCY PLANNING GRANT</div>					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2022		21,600.00			21,600.00
TOTAL:		21,600.00			21,600.00

Grantee Selection Process Summary	
<input checked="" type="checkbox"/> Competitive Selection	<p>All ninety-five (95) counties are eligible for funding and will be notified by letter.</p> <p>Each interested county submits a scope of work (application) and a list of items to be purchased based on the amount requested.</p> <p>(1) The application specifies that, if the applicant local jurisdiction is awarded grant funding, the funds will be used only for eligible expenditures under the Hazardous Materials Emergency Preparedness Grant Program as specified by the Federal Hazardous Materials Transportation Act, Public Law 49-5105.</p> <p>(2) The applicant local jurisdiction has an approved human resources merit system and appears to be in compliance with Title VI of the Civil Rights Act of 1964.</p> <p>(3) The applicant local jurisdiction commits a 20% match to the amount of the requested grant award.</p> <p>The Hazardous Materials Emergency Preparedness Grant Program Manager will review each application meeting the requirements above and rank the applications based upon any relevant historical data that may be applicable, whether the applicant local jurisdiction has a major Hazardous Materials transportation corridor running within its boundaries (i.e. Rail, Highway, Air or Water), the likelihood and/or anticipated frequency of Hazardous Materials incident occurrence(s) likely to occur within the applicant local jurisdiction, and the reasonableness of the requested grant amount. Then the state shall award grant funding as requested, in rank order, until all available funding is committed.</p>
<input type="checkbox"/> Non-competitive Selection	

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. <div style="text-align: right;">Jennifer Pontow</div> <div style="font-size: 0.8em; margin-top: 5px;"> Digitally signed by Jennifer Pontow DN: cn=Jennifer Pontow, o=State Military Department, ou=Fiscal, email=jennifer.pontow@tn.gov, c=US Date: 2022.03.07 21:37:30 -06'00' </div>	CPO USE - GG
Speed Chart (optional)	Account Code (optional) <div style="text-align: center;">71301000</div>

EXECUTE

03/09/2022

DEPARTMENT OF REVENUE
Tennessee Emergency Management Agency
BY:

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY
AND
GILES COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Giles County, hereinafter referred to as the "Grantee," is for the provision of providing pass-through funding from the United States Department of Transportation, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4199

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. This grant will provide resources for hazardous materials (hazmat) preparedness during the grant period. The Grantee shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract. The Grantee shall:
- A.2. Complete those project(s) outlined in A.3. through A.7. The project(s) will be in accordance with the application received from Giles County and approved by the United States Department of Transportation.
- A.3. Procure items, training and/or equipment for the purpose of Hazmat preparedness.
- A.4. Assess and identify hazmat transportation corridors and facilities within Giles County.
- A.5. Review Emergency Response Plans and Standard Operating Procedures [SOP(s)] within Giles County and update documents as necessary.
- A.6. Comply with Project Requirements:
 - a. A project status including funding shall be reported to the State Project Manager by email to michael.rinehart@tn.gov or by telephone at (615) 815-8918 by June 30th following the begin date and each following June 30th if grant contract is extended with an amendment.
 - b. All progress reports must be submitted quarterly to the Project Manager.
 - c. Any problems and/or concerns must be directed to the State Project Manager.
 - d. The Grantee must notify, in writing, the Project Manager thirty (30) days prior to any exercise date.
 - e. Upon completion of the grant contract the Program Manager will review and assess this grant contract prior to closeout.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 2, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on 10/01/2020 ("Effective Date") and ending on 06/30/2022 ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

- B.2. Federal Preaward Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal preaward authority. Federal preaward authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be predicated wholly or in part on the State's exercise of federal preaward authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:
- a. With regard to the Grantee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:
 - (1) Activities that are reasonably related to the Scope of Services;
 - (2) Activities in whose absence the Scope of Services could not be completed or performed; and
 - (3) Activities that meet the relevant federal agency's requirements for reimbursement under federal preaward authority.
 - b. The Grantee understands the federal preaward authority system and its relation to this Grant Contract.
 - c. Preaward authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will be eligible for inclusion in a federally funded project.
 - d. It is the Grantee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.
 - e. To the extent that this Grant Contract is funded through federal preaward authority, the State's obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:
 - (1) the Grantee fails to comply with the grantor federal agency's policies and regulations;
 - (2) the relevant federal agency fails or refuses to finalize a grant; or
 - (3) the relevant federal agency refuses to reimburse specific expenses incurred under preaward authority.
 - f. The start date of the State's federal preaward authority is October 1, 2020.

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-one thousand six hundred dollars and 00/100 (\$ 21,600.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Emergency Management Agency
Bureau of Response
Attn: Michael Rinehart, Hazardous Materials Branch Manager
3041 Sidco Drive
Nashville, TN 37204

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

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of 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 Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

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

"Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-L.L.L., "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Michael Rinehart, Hazmat Branch Manager
Bureau of Response
3041 Sidco Drive
Nashville, TN 37203
michael.rinehart@tn.gov
Telephone #: (615) 815-8918
FAX #: (615) 741-4173

The Grantee:

Melissa Greene, County Mayor
Giles County
222 West Main Street
Pulaski, TN 38478
melissa.greene@energize.net
Telephone #: (931) 363-5300
FAX #: (931) 424-6101

Point of Contact

Jeremy Holley, Director
Giles County EMA
211 South Cedar Lane
Pulaski, TN 38478
director@gilesoem.com
Telephone #: (931) 363-1342
FAX #: (615) 363-3619

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the

Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.

The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment 3 to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed Notice of Audit Report document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment 3 shall complete Attachment 4. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. 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.

The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds 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 Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising

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

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee 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 Grantee 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 Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee 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 Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee'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 Grantee 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 Grantee 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 Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee 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 Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee 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 Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee 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 Grantee 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 Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.
- D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information,

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

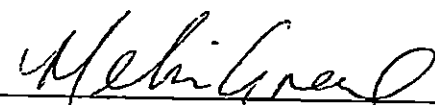
The obligations set forth in this Section shall survive the termination of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Compliance With Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title VI of the 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.
- E.3. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

IN WITNESS WHEREOF,

GILES COUNTY:



GRANTEE SIGNATURE

2-7-22

DATE

MELISSA GREENE, COUNTY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:

Dennis J. Adams

Digitally signed by Dennis J. Adams
DN: cn=Dennis J. Adams, o=Tennessee Military
Department, ou=Director Administrative Services,
email=dennis.j.adams@tn.gov, c=US
Date: 2022.03.08 08:33:49 -06'00'

MG JEFFREY H. HOLMES, THE ADJUTANT GENERAL
MILITARY DEPARTMENT

DATE

**I certify that this entity meets Civil
Rights Title VI compliance.**

	Linda	Digitally signed
Signature	Crawford	by Linda
	for Dennis	Crawford for
	J. Adams	Dennis J. Adams
Date	J. Adams	Date: 2022.02.22
		13:38:48 -06'00'

Reviewed by Dept. of Military Civil Rights Title VI Officer

ATTACHMENT 1

Page 1

GRANT BUDGET				
GRANTEE NAME: GILES COUNTY U.S. DEPARTMENT OF TRANSPORTATION PASS-THROUGH FUNDING FOR HAZARDOUS MATERIALS EMERGENCY PLANNING PROGRAM FUNDING YEAR 2021				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 10/01/2020 END: 06/30/2022				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	21,600.00	5,400.00	27,000.00
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 ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	21,600.00	5,400.00	27,000.00

¹ 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.tn.gov/finance/looking-for/policies.html>).

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

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT 1

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Public sector planning and training in support of the emergency planning and training efforts to deal with hazardous materials emergencies and particularly those involving transportation.	21,600.00
TOTAL	21,600.00

ATTACHMENT 2

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	Giles County
Subrecipient's DUNS number	085839611
Federal Award Identification Number (FAIN)	693JK31940047HMEP
Federal award date	07/23/2020
CFDA number and name	20.703 Interagency Hazardous Materials Public Sector Training and Planning Grants
Grant contract's begin date	09/30/2019
Grant contract's end date	09/29/2022
Amount of federal funds obligated by this grant contract	1,347,020.00
Total amount of federal funds obligated to the subrecipient	21,600.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	21,600.00
Name of federal awarding agency	USDOT-Pipeline and Hazardous Materials Safety Administration
Name and contact information for the federal awarding official	Fazal E. Mirza, Contracting Officer U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration 1200 New Jersey Avenue, SE Washington, DC 20590 Telephone: (202) 366-5180 Fax: (202) 366-7974 Email: fazal.mirza@dot.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	0

ATTACHMENT 3

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to cpo.auditnotice@tn.gov. ***The Grantee should submit only one, completed "Notice of Audit Report" document to the State ninety (90) days prior to the Grantee's fiscal year.***

☐ Giles County is subject to an audit for fiscal year 2021.

☐ Giles County is not subject to an audit for fiscal year 2021.

Grantee's Edison Vendor ID Number: 4199

Grantee's fiscal year end: June 30th

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee's fiscal year
Federal pass-through funds	
a. Funds passed through the State of Tennessee	a.
b. Funds passed through any other entity	b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

ATTACHMENT 4

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 4199

Is Giles County a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Giles County a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

RECEIVED
5/06/2022
11-14-19 GG



GOVERNMENTAL GRANT CONTRACT

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

Begin Date 4/15/2022	End Date 12/31/2022	Agency Tracking # -	Edison ID
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Grantee Legal Entity Name Giles County Tennessee	Edison Vendor ID 4199
---	--------------------------

Subrecipient or Contractor <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Contractor	CFDA #16.575 Grantee's fiscal year end June 30
---	---

Service Caption (one line only) VOCA, Tennessee Safe Courts
--

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
FY22		\$1,000.00			\$1,000.00
TOTAL:		\$1,000.00			\$1,000.00

Grantee Selection Process Summary	
<input checked="" type="checkbox"/> Competitive Selection	The Competitive Selection process utilized was as per the DGA.
<input type="checkbox"/> Non-competitive Selection	

<p>Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.</p>	CPO USE - GG	
<table border="1"> <tr> <td>Speed Chart FA00003333</td> <td>Account Code County - 71301013</td> </tr> </table>		Speed Chart FA00003333
Speed Chart FA00003333	Account Code County - 71301013	

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
OFFICE OF CRIMINAL JUSTICE PROGRAMS
AND
GILES COUNTY TENNESSEE**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Giles County Tennessee, hereinafter referred to as the "Grantee," is for the provision of administering federal grant funds for the improvement of the criminal justice system as required by the Victim of Crime Act of 1984 (VOCA) CFDA number 16.575, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4199

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall comply with and perform all services, functions, and/or requirements as stated in the grantee's application under which this Grant Contract is awarded, and that is hereby incorporated into this Grant Contract as Attachment A, attached hereto.
- A.3. The Grantee shall comply with all reporting requirements described in the Grantee's application, in correspondence from the Office of Criminal Justice Programs, and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>.
- A.4. The Grantee shall comply with all other requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>. The Grantee agrees to comply with any changes in requirements made in the manual and/or identified in correspondence from the Office of Criminal Justice Programs.
- A.5. The purpose of the VOCA program is to support the provision of services to victims of crime. Priority will be given to victims of child abuse, domestic violence, sexual assault, and victims of violent crime who were "previously underserved".
 - 1. For the purpose of these Program Guidelines, services are defined as those efforts that:
 - a. Respond to the emotional, psychological and physical needs of crime victims.
 - b. Assist victims of crime to stabilize their lives after victimization.
 - c. Assist victims to understand and participate in the criminal justice system.
 - d. Restore a measure of security and safety to the victim.
 - 2. The Grantee will gather and maintain data relating to grant project activities and program performance as required by the Office of Criminal Justice Programs. The data collected should support the information submitted on required reports.
 - 3. The Grantee is responsible for quarterly and annual reporting of output and performance measurement data on their projects to OCJP using the report forms available for their

VOCA funded project. The Grantee is required to complete a sub-grant award report (SAR) annually for the life of the project.

- A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
 - b. the State grant proposal solicitation as may be amended, if any;
 - c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.
- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.
- B. TERM OF CONTRACT:**
- B.1. This Grant Contract shall be effective on 4/15/2022 ("Effective Date") and extend for a period of Eight (8) months and Sixteen (16) days after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- C. PAYMENT TERMS AND CONDITIONS:**
- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Thousand Dollars (\$1,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2022 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Finance and Administration
Office of Business and Finance
Attention: Invoicing
312 Rosa L. Parks Avenue, Suite 2000
Nashville, TN 37243

OBF.Grants@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Finance and Administration, Office of Criminal Justice Programs.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
 - b. The Grantee understands and agrees to all of the following.
 - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

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

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

D. STANDARD TERMS AND CONDITIONS:

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

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

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

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

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

The State:

Melaine Fowler, Program Manager
 Department of Finance and Administration
 Office of Criminal Justice Programs
 312 Rosa L. Parks Avenue, Suite 1800
 Nashville, Tennessee 37243-1102
 Email: Melaine.Fowler@tn.gov
 Telephone # (615) 770-5447

The Grantee:

Sherry Hill, Victim Assistance Coordinator
 Giles County District Attorney's Office
 PO Box 304
 Pulaski, Tennessee 384780304
 Email: sbhill@tndagc.org
 Telephone # (931) 292-4053

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

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

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

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

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

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

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

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

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

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

If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment C.

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

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

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds 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 Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee 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 hundred dollars (\$500.00). 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 Grantee 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 Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee 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 Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee'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 Grantee 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 Grantee 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 Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee 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 Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

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

- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Transfer of Contractor's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer of restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.3. Counterpart Clause: This agreement may be executed in two or more dated counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same effective instrument.
- E.4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:
 - a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- c. Telecommunications or video surveillance services provided by such entities or using such equipment.
- d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

E.5. Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
 - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
 - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

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


- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

- v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
 - c. If this Grant Contract is amended to extend the Term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
 - d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

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

IN WITNESS WHEREOF,

GILES COUNTY TENNESSEE:



GRANTEE SIGNATURE

3-23-22

DATE

Melissa Greene, Mayor

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

HOWARD H. ELEY, COMMISSIONER

DATE

OFFICE OF CRIMINAL JUSTICE PROGRAMS

FUND SOURCE
OCJP JAG Priority Area

VOCA

Required Information on Authorizing Agency:

Name: Giles County Tennessee

Federal ID Number (FEIN): 62-6000611

DUNS Number: 085839611

SAM Expiration Date: 2/7/2023

Fiscal Year End Date: June 30

Implementing Agency:

Name: Giles County District Attorney's Office

Address: PO Box 304

Pulaski, TN 38478-0304

Will You Have Any Subcontracts? No

Project Title: Tennessee Safe Courts

AUTHORIZED OFFICIAL - Contact Information

(Name, Title, and Complete Mailing Address)

Melissa Greene, Mayor

222 West Madison Street

PO Box 678

Pulaski, 384780322

Phone Number:

(931) 363-5300

EXT:

E-Mail Address:

mgreene@gilescountyttn.gov

PROJECT DIRECTOR - Contact Information

(Name, Title, and Complete Mailing Address)

Sherry Hill, Victim Assistance Coordi

PO Box 304

Pulaski, 384780304

Phone Number:

(931) 292-4053

EXT:

E-Mail Address:

sbhill@tndagc.org

FINANCIAL DIRECTOR - Contact Information

(Name, Title, and Complete Mailing Address)

Beth Moore-Summers, Finance Director

P O Box 678

Pulaski, 384783223

Phone Number:

(931) 363-5486

EXT:

E-Mail Address:

bmsummers@gilescofinance.com

County/Counties Served (Type ALL if Statewide):

Giles

U.S. Congressional District(s):

7

Scope of Services/Project Narrative VOCA Grant

Tennessee Safe Courts Grant

PROBLEMS FOR INTERVENTION AND EQUIPMENT NEEDS TO BE IMPROVED

Project costs must be related to the creation/updating/maintenance of a safe space for victims to wait while at court. How will this project enhance the court's ability to process the case and provide a safe, comforting waiting area for victims of crime?

Our county has General Sessions court weekly. We have Circuit Court twice a month and trials almost every month. Currently, victims do not have a designated space in our courthouse. Several problems arise as a result of that. First, we have difficulty finding victims on General Session's court days. Since we continue to be under COVID protocols, they are located throughout the courthouse and outside. This has led to some cases being dismissed because the Court thought victims did not show up or left without being excused. Additionally, since there is not a designated safe space, victims are in the hall along with defendants. This allows defendants to harass victims and try to intimidate them. Although, we have court officers, they are not able to constantly watch all defendants to ensure that messages are not being sent to victims. Furthermore, during jury trials, victims do not have a space to wait. As a result, they are in the hall along with other witnesses and potential jurors. This has created problems during trials. Since we are a rural county, victims and potential jurors have had conversation prior and during voir dire. This is not proper protocol for jury trials. A designated space that could be secured would help alleviate these problems.

Currently, there is a space that our office uses occasionally. This space could be transformed into a victim's waiting area that would be used on court days and during trials. Furniture is needed to make this a comfortable waiting space. There is room for equipment to hold snacks and supplies for victims to make them as comfortable as possible. Also, items are needed for children. This space would allow us to house games and activities that children could use when they are required to come to court. Lastly, material is needed to help victims understand the criminal justice process. Information can be verbally shared. However, victims experiencing trauma do not always remember everything that is shared with them. Printed materials allows them to take the information home and process it in a safe, comfortable environment.

List any specific issues present in your community that relates to victims of crime waiting areas and/or safe areas:

Our county does not have a criminal justice building. We hold court in the courthouse. Space is very limited. There are no waiting areas for victims. Prior to COVID guidelines, victims had to wait in the courtroom where the defendants were also waiting. Since COVID guidelines, victims and defendants wait outside until their case is called. During trials and Circuit Court, victims have to wait in the hall or rotunda area. This allows defendants to have access to victims.

List the victim's services agencies in your area that you plan to collaborate with in order to develop/design a safe waiting space. Please explain how this process for incorporating their feedback will be integrated into the project.

We are very rural and lack resources. The only victim's services agencies that we have who serve our area is a domestic violence shelter. There is a liaison from the shelter who attends court and assists our victims. A safe waiting spot for victims will also assist her in locating victims and providing services to them. She will be able to provide support for victims in a central location while our office is working on other victim cases.

ATTACHMENT A
APPLICATION FOR FUNDING
GRANT PROJECT NARRATIVE
(Narrative Page 2)

ACTIVITIES

Provide a timeline to demonstrate that planned purchases and activities will be completed within the 4 month project period. Specific dates for completion and specific staff responsible for completing each activity are to be included. Add additional lines as needed.

IMPLEMENTATION TIMELINE

ACTIVITY	STAFF TO COMPLETE	COMPLETION DATE
Purchase of furniture (chairs, tables) for victims (including shelving to hold snacks)	Sherry Hill	January 31, 2022
Purchase of child friendly furniture	Sherry Hill	January 31, 2022
Purchase of material explaining the criminal justice system	Sherry Hill	February 28, 2022
Purchase of games and activities for children	Sherry Hill	January 10 th , 2022

INPUTS

This section should describe the factors your project requires to conduct its activities and to achieve its goals and objectives. Describe agency resources that will be leveraged to enhance complete this initiative.

There is currently a space. However, furniture is needed. Chairs need to be purchased. Child size table with chairs needs to be purchased. A storage shelf needs to be purchased to hold supplies and snacks. Games and educational materials need to be purchased for victims. All of this will be completed by the Victim Assistance Coordinator.

Describe community resources that the agency will leverage for additional support for the project.

The county has donated the office space in the courthouse.

Describe the agency's in-kind and cash match that will be used to meet the required 20% match for this grant. Include the source of the match.

Provide detail in grant budget detail form that includes descriptions on what is being purchased. The grant budget detail form is the second worksheet in the FY21 Budget – Match form that must be submitted with your application.

GRANT BUDGET				
AGENCY NAME: Giles County Government				
FUND SOURCE: VOCA				
SOLICITATION IDENTIFICATION TITLE: Safe Court				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 4/15/2022 END: 12/31/2022				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$1,000.00	\$0.00	\$1,000.00
11, 12	Travel, Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22 "	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$1,000.00	\$0.00	\$1,000.00

¹ 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.tn.gov/content/dam/tn/finance/ocip/Appendix_J_Policy_03_Report.xls)

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

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Giles County Government

FUND SOURCE: VOCA

SOLICITATION IDENTIFICATION TITLE: Safe Court

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
Supplies: Supplies purchased to create and maintain a safe waiting space for victims	\$1,000.00
TOTAL	\$1,000.00

ATTACHMENT B**Federal Award Identification Worksheet**

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Giles County Tennessee
Subrecipient's Unique Entity Identifier (SAM)	085839611
Federal Award Identification Number (FAIN)	2018-V2-GX-0024
Federal award date	8/9/2018
Subaward (Federal Award) Period of Performance Start and End Date	10/1/2017; 9/30/2021 Ext: 9/30/2022
Subaward (Federal Award) Budget Period Start and End Date	10/1/2017; 9/30/2021 Ext: 9/30/2022
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	16.575;Victims of Crime Act 2018
Grant contract's (Sub-Recipient) begin date	4/15/2022
Grant contract's(Sub-Recipient) end date	12/31/2022
Amount of federal funds obligated by this grant contract	\$1,000.00
Total amount of federal funds obligated to the subrecipient	\$1,000.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$67,791,613.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Tennessee Safe Courts
Name of federal awarding agency	Office for Victims of Crime
Name and contact information for the federal awarding official	DOJ: Attorney General Merrick B. Garland 202-514-2000 FVPSA: Secretary Xavier Becerra 877-696-6775
Name of pass-through entity	State of Tennessee: Finance & Administration; Office of Criminal Justice Programs
Name and contact information for the pass-through entity awarding official	Melaine Fowler Melaine.Fowler@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

ATTACHMENT C

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number: 4199

Is Giles County Tennessee a parent? Yes ☒ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Giles County Tennessee a child? Yes ☐ No ☒

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: 62-6000611

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: Beth Moore-Summers

Address: P.O. Box 678, Pulaski, TN 38478

Phone number: 931-363-5486

Email address: bsummers@gilescountytn.gov

Parent entity's Edison Vendor ID number, if applicable: _____

Instructions for Completing the Special Conditions Pages
2018 VOCA (2018-V2-GX-0024)

Each federal grant award received by the Office of Criminal Justice Programs (OCJP) contains a list of special conditions which must be adhered to by both the OCJP and their subrecipients. These special conditions are addressed within the OCJP Grants Manual and more formally listed on the next several pages. Those that apply to the OCJP subrecipient are highlighted for clarity. Please note: Special Conditions requiring notification are indicated with an asterisk. Subrecipients must notify OCJP rather than the federal agency. As an agency receiving federal dollars from OCJP, you are required to acknowledge and comply with these special conditions.

- Read the Special Conditions thoroughly prior to completing the Special Conditions documents.
- Identify who will complete the Special Conditions documents, the Authorized Official or their Designee:
 - **FOR NON-PROFITS: Before a designee can remit any signed documents, a completed Signature Authorization Packet must be received and accepted by OCJP. Please reference the OCJP Grants Manual Chapter II for additional information.**
 - When the Designee is completing the Special Conditions, the section of the Special Conditions collecting the Designee's personal information must be completed in full for the Designee.
- On the last page of the document, the Special Conditions requires the Authorized Official or their designee to check the box indicating they have read the Special Conditions and are fully cognizant of their duties and responsibilities, and then sign and date the last page. Make sure there is a signature and date on the final page and the certification box is checked.
- Agencies should review the Special Conditions to ensure they are completed in full and a signature and date is present on the last page.
- Agencies should make a copy of the completed Special Conditions and keep them in their Agency Grant file.



U.S. Department of Justice
Office of Justice Programs
Office for Victims of Crime

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 11

PROJECT NUMBER 2018-V2-GX-0024

AWARD DATE 08/09/2018

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information; in addition to the financial records; supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



U.S. Department of Justice
Office of Justice Programs
Office for Victims of Crime

**AWARD CONTINUATION
SHEET**
Grant

PAGE 3 OF 11

PROJECT NUMBER 2018-V2-GX-0024

AWARD DATE 08/09/2018

SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



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7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

- * The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity; or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



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SPECIAL CONDITIONS

11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

15. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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16. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

- * Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by -- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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24. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict) reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict) reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk. 2. The date the recipient was designated high risk. 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. The recipient, and any subrecipient ("subgrantee") at any tier, must authorize the Office for Victims of Crime (OVC) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

29. The recipient must submit a Subgrant Award Report (SAR) to OVC for each subrecipient of the VOCA victim assistance funds, within ninety (90) days of awarding funds to the subrecipient. Recipients must submit this information through the automated system.



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30. VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

31. Demographic Data

The recipient assures that its subrecipients will collect and maintain information on race, sex, national origin, age, and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

32. Discrimination Findings

The recipient assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

33. The recipient understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The recipient agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the recipient plans to use VOCA funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

34. The recipient agrees to ensure that at least one key grantee official attends the annual VOCA National Training Conference. Any recipient unable to attend must get prior approval by OVC in writing.

35. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to: (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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36. "Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

37. The recipient agrees to submit (and, as necessary, require sub-recipients to submit) quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

38. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

39. The Victims of Crime Act (VOCA) of 1984 states that VOCA funds are available during the federal fiscal year of the award, plus the following three fiscal years. At the end of this period, VOCA funds will be deobligated. OVC has no discretion to permit extensions beyond the statutory period. (E.g., VOCA funds awarded in FY 2017, are available until the end of FY 2020).

Name and Title of Authorized Official:

Melissa Greene, Giles County Executive

Name and Title of Certifying Designee (If different from authorized official):

Certifying Designee's Address:



I certify, by my signature at the end of this form, that I have read and am fully cognizant of our duties and responsibilities under this Certification. (Please check the box to the left)

Name, Title

Date

Cost & Payment Summary for Approval

The below information summarizes the cost of any software, software licenses, and services as well as to whom payments will be made. A signature from an authorized person is required to accept this proposal.

Organization Name: **Name: Giles County, TN** Issue Date: 4/7/2022
Billing Contact: **Contact: | Carol Wade, County Clerk**

Summary of all initial purchase and subscription fees paid to OMT:

Description	Estimated Quantity	Unit Price	Total Amount**
OpenMeeting Standard Includes all of our platform applications that help visually manage and document the key components of legislative meetings such as electronic roll call, requests to speak, motions and seconds, simultaneous voting, meeting transparency through the public display, automatic time-stamping and logging of all events for easier meeting notes and minutes generation.	1	\$ 6,250	\$ 6,250
Initial Annual Subscription/Support Annual license subscriptions include phone and e-mail support, as well as free software upgrades throughout the year.	1	\$ 3,500	\$ 3,500
Add-On Subgroup License (Optional) Additional platform licenses for subgroups can be added to the existing Meeting Manger computer/server to be used by other boards/committees affiliated with the original licensed organization. Subgroups must be in the same building, meeting room(s), etc., and be supported by the same staff (management, IT, etc.) as original licensed organization. Subgroups will have unique application access credentials and all configurations, rosters, agendas, logs, etc. will be separated. Price per add-on license shown for up to seven (7) subgroups with an unlimited option available.	0	\$ 2,400	\$ -
Existing customer initial license / purchase discount	1	\$ (4,500)	\$ (4,500)
Year 1: Initial Amount Due to OMT			\$ 5,250

Ongoing annual subscription fees after year 1 payable to OMT:*

Description	Estimated Quantity	Unit Price	Total Amount**
Annual Subscription/Support - Yrs 2 and 3	2	\$ 3,500	\$ 7,000
Add-On Subgroup License - Yr 2+ (Optional)	0	\$ 1,200	\$ -
Years 2+: Ongoing Annual Amount Due to OMT			\$ 7,000
* OpenMeeting Technologies reserves the right to increase license subscription rates up to 5% each year if not on a multi-year contract.			
3-Year Contract			\$ 12,250

Acceptance of Proposal:

Please select and initial one of the two payment/licensing options below, and provide an authorized signature and details. This indicates that you understand and accept the above pricing and product/service descriptions. Upon receipt of this authorization, OMT will start onboarding Giles County, TN. Target first use is the May 2022 commission meeting. Giles County, TN 3-year license will start July 1, 2022.

Select and initial the preferred terms of payment and license subscription method:

☐ **1 YEAR - Payment of the one-time initial Product Fees as well the 1st Year Subscription/Support Fees**

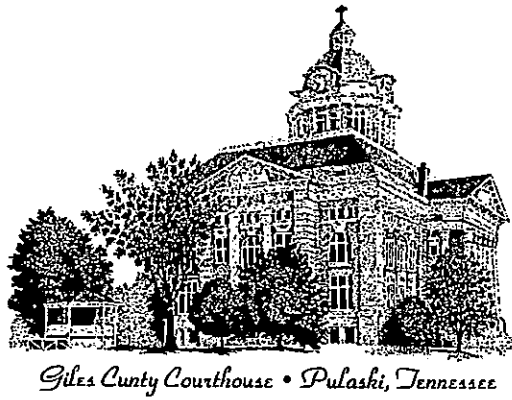
☐ **3 YEARS - Payment of the one-time initial Product Fee as well as 3 Years of pre-paid annual Subscription/Support Fees to be**

Authorized Signature: _____

Printed Name & Title: _____

Date of Acceptance: _____

JANICE CURTIS
TRUSTEE
Giles County
Pulaski, Tennessee
38478



received
4/27/2022 aw

P.O. Box 678
Phone: (931) 363-1676
Fax: (931) 424-7048

APRIL 30, 2022

2020 TOTAL TAX AGGREGATE	17,854,386.00
2020 TAXES COLLECTED	17,716,266.00
2020 REAL PROPERTY FILED IN CHANCERY COURT	103,335.00
2020 PERSONAL PROPERTY FILED IN CHANCERY COURT	33,883.00
2020 BANKRUPTCY TAXES RETAINED BY TRUSTEE	272.00
RELEASES BY ASSESSOR	796.00
ALLOCATION ERROR	-166.00
TO BALANCE WITH THE 2020 TAX AGGREGATE	17,854,386.00

TO THE HONORABLE GILES COUNTY COMMISSION

I RESPECTFULLY REQUEST THE RELEASE OF THE 2020 TAXES CHARGED TO JANICE CURTIS TRUSTEE
OF GILES COUNTY IN ACCORDANCE WITH THE LIST OF SAME SUBMITTED.

GARY WAYNE ADAMS ETUX	\$25.00
JAMES ROGER ADAMS ETUX	\$66.00
BRENDA L ARMSTER	\$216.00
JAMES E ARMSTRONG ETUX	\$441.00
JAMES EDWARD ARMSTRONG ETUX	\$59.00
KRISTEN BAER	\$695.00
CHRISTOPHER LEE BAILEY	\$357.00
DAN BAKER ETUX	\$477.00
EARLIE M BARNETT	\$314.00
JEROME BEASLEY ETAL	\$453.00
WILMA RUTH BEHEL ETAL	\$1,118.00
DURARD GARLAND BELVIN ETUX	\$194.00
BRENDA BENDERMAN	\$292.00
WILLIE JEAN BLACK	\$162.00
JOHN W & ANN BLACKBURN	\$618.00
SAMMY L BONWELL ETUX	\$49.00
JOCIE MAE BOSWELL ETVIR	\$26.00
DAVID M BOULAIS ETAL	\$202.00
LARRY BOOTH BOWEN JR ETAL	\$163.0
MARY FLORENCE BOYD	\$42.00
NELL BOYD	\$28.00
CHARLES T BRADY ETUX	\$148.00
TERESA BRITTON	\$339.00

JAMES R BROWN ETAL	\$471.00
TONYA EARLE BROWN	\$342.00
WILLIAM T BROWN ETUX	\$225.00
DAVID H BURROW	\$290.00
THOMAS WAYNE BUSH	\$53.00
CALVARY BAPTIST CHURCH	\$3,058.00
MICHAEL CARSON CANTRELL ETUX	\$1,155.00
JEFFREY L CARVELL ETUX	\$1,125.00
EDWARD D CATES ETUX	\$287.00
BLAKE CHAPMAN ETUX	\$739.00
CARL DEAN CLARK JR	\$101.00
TIM L CLAUD	\$354.00
ALVIN COLEMAN ETUX	\$61.00
BETTY JO COLEMAN	\$396.00
STEVE COLEMAN	\$304.00
MICHELLE COLLIER	\$249.00
ADAM WAYNE COOPER	\$1,078.00
MELISSA COX ETVIR	\$380.00
CHARLES EDWARD CRAIG JR	\$76.00
ANDREW CRAWFORD ETAL	\$47.00
DUEL CROOK ETAL	\$56.00
EARLY C CURREN	\$154.00
KATHERINE DAILY	\$388.00
JEFFREY A DANIELS ETUX	\$541.00
JEFFREY A DANIELS ETUX	\$1,479.00
RICHARD A DECKER ETUX	\$1,137.00
DEE MULLINS	\$327.00
MICHAEL WARREN DEEGAN ETUX	\$13.00
HARRY G DEMASTUS JR ETUX	\$3,006.00

CECIL DERRYBERRY	\$73.00
CECIL DERRYBERRY	\$45.00
PAULA DERRYBERRY	\$102.00
STEVE DICKERSON	\$17.00
JEWEL DEAN DOBRY	\$552.00
CLINT THOMAS DOIRON ETUX	\$693.00
HENDERSON N EMMONS	\$21.00
KENNY ENGLISH	\$1,109.00
MARSHALL ENGLISH	\$662.00
JEREMY SCOTT EPLEY	\$194.00
BARBARA A ESTES	\$159.00
DALTON RUSSELL FERGUSON ETUX	\$513.00
THOMAS LOUIS FLETCHER ETUX	\$121.00
ROBERT WADE FORRESTER ETUX	\$448.00
DAVID FOX ETUX	\$23.00
FREEDOM 1 LLC	\$173.00
DAVID GARDNER ETAL	\$330.00
RICHARD GARDNER	\$51.00
HERBERT B GILL ETUX	\$298.00
DAVID GOATS	\$709.00
DAVID GOATS & BOBBY GOATS SR	\$237.00
FRED LEE GORDY	\$518.00
KENNETH & DEBBIE GRABLE	\$600.00
SHELBY J GRAY	\$43.00
SHELBY J GRAY	\$227.00
ROCKY L GREEN ETUX	\$254.00
ROCKY LANE GREEN	\$132.00
ROCKY LANE GREEN	\$188.00
THOMAS GREEN ETUX	\$845.00

SHIRLEY F GREENE LIFE ESTATE	\$855.00
MIKE GRIGGS ETUX	\$277.00
JERRY N HAMELINK	\$326.00
ANTHONY S HARDAWAY ETUX	\$133.00
LESIA G HARDY	\$390.00
BILLY D HARGROVE ETUX	\$1,840.00
ISAIAH HARNEY ETUX	\$383.00
LATICIA HARNEY	\$189.00
WILLIE E HARNEY ETUX	\$40.00
JASON COLE HARRIS	\$1,169.00
JASON COLE HARRIS	\$609.00
JEFFREY HARWELL ETUX	\$195.00
JEFFREY S HARWELL	\$148.00
JEFFREY SCOTT HARWELL ETUX	\$276.00
BOBBY LEE HAYES ETUX	\$232.00
TRACEY SUE HEDGE COTH	\$1,550.00
TRACY HEDGE COTH	\$627.00
KENDRA K HELTON ET VIR	\$272.00
JAMES W HENDRIX ET AL	\$151.00
STEPHEN B HENSON	\$553.00
JAVIER SIERRA HERNANDEZ	\$722.00
ANGELA KAY HINEGARDNER	\$309.00
KEVIN M HIPPLER ETUX	\$776.00
SAMMY HOBACK	\$513.00
REGINA L HOBBS	\$994.00
TROY STANLEY HODGE	\$16.00
CRYSTAL HOLLON	\$485.00
MICHAEL HOWARD ETUX	\$212.00
MICHAEL HOWARD ETUX	\$261.00

JACQULYN S HOWELL	\$145.00
JAMES O HOWELL	\$693.00
STEPHEN D HUGHEY ETUX	\$71.00
STEPHEN D HUGHEY ETUX	\$66.00
LIFFORD DEVON JACKSON	\$11.00
JOHN JOHNSON	\$34.00
JOHN W JOHNSON SR	\$84.00
WILFORD PHILLIP JOHNSON	\$207.00
BARRY G JONES	\$1,301.00
BARRY G JONES ETAL	\$566.00
BILLIE R JONES	\$422.00
MICHAEL R JONES ETUX	\$256.00
PEGGY J KENDALL	\$509.00
MARTY BRIGGS KINDRED SR ETUX	\$143.00
MARTY KINDRED ETUX	\$427.00
KAYLEY M KISS	\$230.00
KAYLEY M KISS	\$552.00
ALFRED L LARUE ETUX	\$425.00
RICHARD P LEMON JR ETUX	\$164.00
RICHARD P LEMON JR ETUX	\$174.00
ROBERTA G LITTRELL ETVIR	\$33.00
ROBERTA G LITTRELL ETVIR	\$76.00
ROBERTA G LITTRELL ETVIR	\$71.00
ROBERTA G LITTRELL ETVIR	\$209.00
CARL LLEWELLYN	\$170.00
STEPHEN L LLEWELLYN	\$138.00
BRENDA LOWE	\$85.00
BOBBY D LUCKY ETUX	\$806.00
MARKUS LUMPKINS	\$16.00

TRACY LUNA ETUX	\$403.00
TRACY L LUNA ETUX	\$3.00
ALBERT MALONE	\$517.00
JOHNNY THOMAS MAY JR	\$182.00
KENNETH E MCAFEE	\$288.00
STACIE MCCLELLAN	\$567.00
STACIE MCCLELLAN	\$139.00
STACEY MCCONNELL	\$301.00
STACEY MCCONNELL	\$189.00
MORRIS JUSTIN MCGILL	\$220.00
EDWARD WILLIAM MCNAIRY	\$537.00
JOHN & CALESTEEN MCWILLIAMS	\$525.00
STEPHANIE ROCHELLE MILLS	\$694.00
JAMES ROBERT MITCHELL ETUX	\$353.00
JAMES ROBERT MITCHELL ETUX ETAL	\$351.00
JAMES ROBERT MITCHELL ETUX	\$160.00
JAMES ROBERT MITCHELL ETUX	\$143.00
PATRICIA ANN MITCHELL	\$1,586.00
PATRICIA ANN MITCHELL	\$1,332.00
JAMES MIZE ETAL	\$49.00
BETTY S MOORE	\$103.00
MOT PARTNERS	\$1,171.00
CAPRICE RENE MURPHY	\$159.00
MATTHEW J NAVE	\$515.00
CLARENCE E NELSON	\$447.00
TOY NELSON ESTATE	\$185.00
AUSTIN NEWTON ETUX	\$107.00
AUSTIN PAT NEWTON ETUX	\$117.00
EDWARD J OATES JR ETUX	\$209.00

SAM E ORDWAY ETUX	\$111.00
DERRICK WAYNE OWENS	\$677.00
NATHAN OWENS ETUX	\$221.00
JEREMY WAYNE PARDON	\$112.00
JASON LANCE PATTERSON ETUX	\$321.00
FAYE PEOPLES	\$415.00
WILL PHILLIPS JR ETUX	\$97.00
C A PICKREN ETAL	\$5.00
TOMMY LEN PIERCE	\$280.00
RUTH PITTS ETVIR	\$53.00
MONTY POLK ETUX	\$719.00
JOE W POPE ETUX	\$598.00
TONYA LYNN POTTS ETVIR	\$287.00
ALDENE POWELL	\$424.00
PRO COMMERCIAL GROUP LLC	\$3,331.00
BRENDA ROLIN RAY	\$114.00
GAROLD REDMON JR ETUX	\$195.00
ANGELA REED	\$271.00
THOMAS D REGEN	\$432.00
JOSEPH V REMAGEN ETUX	\$148.00
EDDIE REYNOLDS ETUX	\$240.00
JAMES A REYNOLDS ETUX	\$323.00
WILLIE JOE RIVERS ETUX	\$472.00
PAMELA KAY ROBERTS	\$376.00
PORFIRIO ROMERO ETUX	\$869.00
PHYLLIS GALE RUMBAUGH	\$55.00
DAVID P RUSSELL	\$230.00
HANS SCHMIDT ETUX	\$813.00
HANS SCHMIDT ETUX	\$429.00

JOE W SCOTT JR	\$808.00
MAUVELENE SHERRILL ETAL	\$20.00
VESTA L SMITH SHERRILL ETVIR	\$495.00
KENT FORREST SHOUP ETUX	\$311.00
FLOURNOY SIMMONS	\$345.00
JOHN MICHAEL SMITH	\$513.00
GERRY SNODDY ETAL	\$809.00
JOSEPH D STAGNER ETUX	\$489.00
JOSEPH D STAGNER ETUX	\$503.00
ALONZO STOKES JR	\$220.00
TONY STRAIN ETUX	\$304.00
CHRIS STRICKLAND ETAL	\$268.00
ARLENE SUMMERS	\$287.00
SUMPTER TRACT LLC	\$3,845.00
KIMBERLY SWINDELL	\$114.00
TANYA MITCHELL	\$54.00
TN STATE OF DEPT OF TRANSPORTATION	\$1,634.00
KRISTI MICHELLE THORPE	\$956.00
KRISTI MICHELLE THORPE	\$530.00
RICHARD UNDERWOOD	\$351.00
JASON M VISE	\$833.00
LAIRD FRYE WAGSTAFF	\$42.00
MARY & JOHN WAGSTAFF ESTATE	\$35.00
KENNETH G WALKER	\$535.00
PHILLIP RAY WARD II	\$355.00
JODY WATSON	\$9.00
SHAWNEE WELDON ETUX	\$49.00
JUSTIN JOHN WILBANKS	\$211.00
JEFFREY A WILKERSON	\$92.00

JEFFREY A WILKERSON ETUX	\$586.00
EDWARD SHELBY WILLIAM ETAL	\$669.00
PAUL C WILLIAMS ETUX	\$158.00
MARY A STRONG WILSON	\$7.00
RANDY H WOMBLE	\$262.00
BEVERLY BISHOP WOODALL	\$146.00
ANGELA D WRIGHT ETVIR	\$1,628.00
ROSA PRENTICE WRIGHT ETAL	\$314.00
DENNIS WUEST ETUX	\$16.00
JAMES W YOUNG ETUX	\$160.00
RANDY ZIMMERLEE L/E ETAL	\$152.00
DAN & JANET BAKER	\$34.00
HINKLE TRUCKING CO LLC	\$3,716.00
	\$103,335.00

RESOLUTION OF THE GILES COUNTY BOARD OF COMMISSIONERS
AUTHORIZING THE AMENDMENT OF THE 2021-2022 BUDGET

2022-28



COUNTY GENERAL FUND 101

		DR	CR
	Transfer In from Fund 127 ARPA		
39000	Fund Balance		5,723,037.00
49800	Transfer In	5,723,037.00	
	Jail - Body Scanner		
54210	790 Other Equipment		190,295.00
54210	160 Guards	100,000.00	
54210	207 Medical Insurance	90,295.00	
	OEM HMEP 2022 Grant		
54490	790 Other Equipment		27,000.00
54490	599 Other Charges	5,400.00	
47235	Homeland Security Grants	21,600.00	
	Animal Shelter - Building Improvements		
55120	707 Building Improvements		5,500.00
39000	Hotel/Motel- Previously Approved from 100k	5,500.00	
	County Attorney		
51400	331 Legal Services		15,000.00
39000	Fund Balance	15,000.00	
	County Commission - Voting Software		
51100	471 Software		12,250.00
51100	790 Other Equipment		5,000.00
39000	Fund Balance	17,250.00	
	Ag Park - Dumpster		
56700	790 Other Equipment		7,386.00
39000	Fund Balance	7,386.00	
	Panic Buttons/Smoke Detectors		
51800	790 Other Equipment		75,000.00
39000	Litigation Reserve	75,000.00	
	Engineering Services - OEM Building		
51800	304 Architects		42,800.00
39000	Hotel/Motel Fund Balance	42,800.00	

		Reappraisal Program	
52310	317 Data Processing Services		8,000.00
		Traffic Control	
54130	415 Electricity		600.00
		Other Local Welfare Services	
55590	316 Contributions		2,500.00
55590	341 Pauper Burials		1,900.00
		Other Charges	
58400	513 Workers Compensation Insurance	13,000.00	
		Senior Citizens - Already Approved in Court	
56300	316 Contributions		5,000.00
39000	Fund Balance	5,000.00	
		Sanitation Management	
55710	399 Other Contracted Services		28,000.00
55710	307 Communication	600.00	
55710	320 Dues & Memberships	300.00	
55710	349 Printing, Stationary, & Forms	300.00	
		Convenience Centers	
55732	207 Medical Insurance		672.00
55732	307 Communication		275.00
55732	336 Maintenance & Repair - Equipment		3,000.00
55732	338 Maintenance & Repair - Vehicles		3,000.00
55732	399 Other Contracted Services		3,000.00
55732	450 Tires & Tubes		3,500.00
55732	733 Solid Waste Equipment		500.00
55732	167 Maintenance Personnel	15,800.00	
55732	169 Part time Personnel	4,000.00	
55732	335 Maintenance & Repair -Buildings	8,500.00	
55732	706 Building Construction	1,100.00	
55732	718 Motor Vehicles	1,900.00	
39000	Fund Balance	9,447.00	
		Sanitation Education - Litter Grant	
55720	429 Instructional Supplies		16,000.00
55720	499 Other Supplies & Materials		1,000.00
55720	147 Truck Driver	10,000.00	
55720	169 Part time Personnel	6,000.00	
55720	204 State Retirement	500.00	
55720	450 Tires & Tubes	500.00	

Soil Conservation

57500	162 Clerical Personnel		800.00
57500	189 Other Salaries & Wages	800.00	

Other Charges

58400	399 Other Contracted Services		180.00
58400	506 Liability Insurance		13,017.00
58400	515 Liability Claim		1,000.00
58400	513 Worker's Compensation Insurance	14,197.00	

Courtroom Security

53920	207 Medical Insurance		4,025.00
53920	106 Deputy(ies)	4,025.00	

Sheriff's Department

54110	119 Accountants/Bookkeepers		1,745.00
54110	187 Overtime		7,000.00
54110	334 Maintenance Agreements		8,500.00
54110	350 Internet Connectivity		1,250.00
54110	355 Travel		500.00
54110	399 Other Contracted Services		500.00
54110	425 Gasoline		21,000.00
54110	451 Uniforms		5,500.00
54110	524 In Service/Staff Development		1,750.00
54110	106 Deputy(ies)	47,745.00	

Jail

54210	187 Overtime		25,000.00
54210	189 Other Salaries & Wages		20,000.00
54210	434 Natural Gas		2,000.00
54210	160 Guards	47,000.00	

OEM

54490	207 Medical Insurance		448.00
54490	302 Advertising		110.00
54490	307 Communication		500.00
54490	320 Dues & Memberships		300.00
54490	348 Postal Charges		60.00
54490	350 Internet Connectivity		745.00
54490	434 Natural Gas		750.00
54490	454 Water & Sewer		150.00
54490	524 In Service/Staff Development		2,580.00
54490	711 Furniture & Fixtures		7,020.00
54490	790 Other Equipment		6,000.00
54490	599 Other Charges	18,663.00	

Animal Shelter

55120	204 State Retirement		250.00
55120	338 Maintenance & Repair - Vehicles		3,520.00
55120	357 Veterinary Services		2,150.00
55120	413 Drugs & Medical		1,130.00
55120	425 Gasoline		4,000.00
55120	454 Water & Sewer		50.00
55120	524 In Service/Staff Development		500.00
55120	307 Communication	500.00	
55120	399 Other Contracted Services	400.00	
55120	401 Animal Food & Supplies	3,000.00	
55120	410 Custodial Supplies	600.00	
55120	499 Other Supplies & Materials	5,000.00	
55120	509 Refunds	400.00	
55120	790 Other Equipment	1,700.00	

Ambulance

55130	147 Drivers		25,000.00
55130	161 Secretary		370.00
55130	169 Part time Personnel		33,000.00
55130	187 Overtime		104,000.00
55130	204 State Retirement		4,200.00
55130	212 Employer Medicare		150.00
55130	307 Communication		3,100.00
55130	358 Remittance of Revenues Collected		20,120.00
55130	413 Drugs & Medical Supplies		30,000.00
55130	425 Gasoline		15,000.00
55130	451 Uniforms		4,200.00
55130	452 Utilities		1,200.00
55130	499 Other Supplies & Materials		5,000.00
55130	718 Motor Vehicles		5,000.00
55130	131 Medical Personnel	250,340.00	

6,574,585.00	6,574,585.00
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FUND 127

American Grant Rescue Plan

58836	590 Transfer to Other Funds		5,723,037.00
47901	American Grant Rescue Plan	5,723,037.00	

5,723,037.00	5,723,037.00
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County Executive

Attest:

County Clerk

Sponsor:

Erin Curry

RESOLUTION OF THE GILES COUNTY BOARD OF COMMISSIONERS
AUTHORIZING THE AMENDMENT OF THE 2021-2022 BUDGET

2022-29



HIGHWAY FUND 131

		DR	CR
Capital Outlay			
68000	714 Highway Equipment		77,591.00
44530	Sale of Equipment	42,991.00	
48120	Paving & Maintenance	8,000.00	
49700	Insurance Recovery	7,457.00	
62000	201 Social Security	10,000.00	
62000	207 Medical Insurance	9,143.00	
		77,591.00	77,591.00

County Executive

Attest:

County Clerk

Sponsor:

Tracy Wilburn, Chairman

2022-30



Account # Code	Description	Debit	Credit
Fund 141	General Purpose School		
	Instruction		
71100-163	Educational Assistants		15,000.00
71100-195	Certified Substitutes		45,000.00
71100-198	Non-Certified Substitutes		40,000.00
71100-422	Food Supplies		1,500.00
71100-201	Social Security	50,000.00	
71100-204	State Retirement	11,500.00	
71100-207	Medical Insurance	40,000.00	
	Special Education		
71200-312	Contracts with Private Agencies		100,000.00
71200-116	Teachers	100,000.00	
	CTE		
71300-195	Certified Substitutes		500.00
71300-334	Maintenance Agreements		2,800.00
71300-399	Other Contracted Services		2,600.00
71300-499	Other Supplies & Materials		2,500.00
71300-730	Vocational Equipment		1,000.00
71300-207	Medical Insurance	9,400.00	
	Attendance		
72110-204	State Retirement		10.00
72110-207	Medical Insurance		10.00
72110-471	Software		2,060.00
72110-524	In Service Staff Development		100.00
72110-355	Travel	120.00	
71100-471	Software	2,060.00	
	Health Services		
72120-207	Medical Insurance		500.00
72120-201	Social Security	500.00	
	Other Student Support		
72130-117	Career Ladder		1,000.00
72130-162	Clerical Personnel		5.00
72130-207	Medical Insurance		700.00
72130-217	Hybrid Retirement		1,500.00
72130-309	Contracts with Government		11,500.00
72130-123	Guidance Personnel	3,000.00	
71100-204	State Retirement	11,705.00	

Regular Instruction - Support

72210-117	Career Ladder		1,000.00
72210-188	Bonus Payments		11,000.00
72210-204	State Retirement		4,000.00
72210-207	Medical Insurance		5,000.00
72210-217	Hybrid Retirement		200.00
72210-334	Maintenance Agreements		9,000.00
72210-320	Dues & Memberships	1,100.00	
72210-399	Other Contracted Services	9,600.00	
72210-471	Software	8,400.00	
72210-524	In Service/Staff Development	100.00	
71100-188	Bonus Payments	11,000.00	

Special Education Support

72220-204	State Retirement		600.00
72220-312	Contracts with Private Agencies		24,500.00
72220-207	Medical Insurance	10,000.00	
72220-399	Other Contracted Services	14,500.00	
72220-524	In Service/Staff Development	600.00	

CTE - Support

72230-320	Dues & Memberships		375.00
72230-524	In Service/Staff Development		8,500.00
72230-790	Other Equipment		2,000.00
72230-201	Social Security	375.00	
72230-355	Travel	8,500.00	
72230-499	Other Supplies & Materials	2,000.00	

Technology

72250-105	Supervisor/Director		270.00
72250-204	State Retirement		200.00
72250-471	Software		3,560.00
72250-790	Other Equipment	4,030.00	

Board of Education

72310-320	Dues & Memberships		503.00
72310-331	Legal Services		13,550.00
72310-506	Liability Insurance		50,070.00
72310-510	Trustee's Commission		2,000.00
72310-524	In Service/Staff Development		6,555.00
72310-533	Background Checks		2,850.00
72310-210	Unemployment Compensation	17,528.00	
72310-513	Worker's Compensation	58,000.00	

Office of the Superintendent

72320-204	State Retirement		550.00
72320-207	Medical Insurance		2,000.00
72320-599	Other Charges		200.00
72320-701	Administrative Equipment		300.00
72320-201	Social Security	500.00	
72320-499	Other Supplies & Materials	400.00	
72320-524	In Service/Staff Development	2,150.00	

Office of the Principal

72410-104	Principals		1,700.00
72410-162	Clerical Personnel		5.00
72410-204	State Retirement		8,500.00
72410-207	Medical Insurance		7,000.00
72410-201	Social Security	6,000.00	
72410-317	Date Processing Services	11,205.00	

Operation of Plant

72610-188	Bonus Payments		250.00
72610-329	Laundry Service		650.00
72610-359	Disposal Fees		5,000.00
72610-399	Other Contracted Services		2,000.00
72610-434	Natural Gas		20,000.00
72610-454	Water		13,000.00
72610-720	Plant Operation Equipment		14,500.00
72610-166	Custodial Personnel	14,500.00	
72610-201	Social Security	2,000.00	
72610-204	State Retirement	1,000.00	
72610-410	Custodial Supplies	13,000.00	
72610-415	Electricity	17,000.00	
72610-442	Propane Gas	7,900.00	

Maintenance of Plant

72620-167	Maintenance Personnel		15.00
72620-189	Other Salaries & Wages		1,200.00
72620-207	Medical Insurance		1,000.00
72620-320	Dues & Memberships		50.00
72620-425	Gasoline		500.00
72620-471	Software		250.00
72620-201	Social Security	1,000.00	
72620-204	State Retirement	1,000.00	
72620-336	Maintenance and Repair - Equipment	1,015.00	

Transportation

72710-105	Supervisor/Director		10.00
72710-188	Bonus Payments		250.00
72710-189	Other Salaries & Wages		25,000.00
72710-350	Internet Connectivity		100.00
72710-399	Other Contacted Services		6,000.00
72710-412	Diesel		45,000.00
72710-451	Uniforms		500.00
72710-142	Mechanics	21,860.00	
72710-146	Bus Drivers	35,000.00	
72710-207	Medical Insurance	20,000.00	

Leaps & Bounds Align with State

73300-116	Teachers		96,200.00
73300-163	Educational Assistants	40,120.00	
73300-201	Social Security		3,476.96
73300-204	State Retirement		5,185.26
73300-212	Employer Medicare		813.16
73300-217	Hybrid Retirement	250.00	

73300-355	Travel		253.88
73300-422	Food Supplies	5,000.00	
73300-429	Instructional Supplies		9,575.17
73300-499	Other Supplies & Materials	1,000.00	
73300-524	In Service/Staff Development	1,100.00	
46590	Other State Education Funds	68,034.43	

Pre K

73400-429	Instructional Supplies & Materials		9,945.00
73400-599	Other Charges		2,000.00
73400-163	Educational Assistants	2,400.00	
73400-195	Certified Substitutes	800.00	
73400-201	Social Security	1,500.00	
73400-204	State Retirement	1,500.00	
73400-207	Medical Insurance	1,400.00	
73400-212	Employer Medicare	100.00	
73400-336	Maintenance & Repair - Equipment	2,245.00	
73400-422	Food Supplies	2,000.00	

Library Books

72210-432	Library Books		16,000.00
71100-207	Medical Insurance	16,000.00	

	672,997.43	672,997.43
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County Executive

Attest:

County Clerk

Sponsor:

Stoney Jackson