

**TO THE HONORABLE MEMBERS OF THE BOARD OF COMMISSIONERS
GILES COUNTY, TENNESSEE
I HEREBY SUBMIT THE FOLLOWING REPORT
July 18, 2022**

Roll Call

Court Open

Prayer

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

Approval of Minutes of the June 23, 2022, Regular Session of the Giles County Legislative Body

Address Commission: EDC Director David Hamilton

UT Southern Interim Chancellor Linda Martin

Public Comments

ELECTIONS

Notaries Public at Large

Renewal notaries: Lynda G. Bowles, Kimberly J. Morton, Sheri Garrett Putnam

New: Sharon L. Chatman, Cheryl Beth Cox, Mattie L. Elliott, Susan J. Flagg

Judicial Commissioners

3 commissioners

1 year term

Judicial Commissioners are: Jerome Arnell, Edward Durant, Robert London

REPORTS

Giles County Finance Director, (May, 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, and Other Capital Projects

Giles County Highway Department Quarterly Report

Giles County Health Department Quarterly Report

Giles County Sheriff Dept. – Annual Report

Giles County Trustee Investments – July 1, 2022

AGREEMENTS, GRANTS AND CONTRACTS

Addendum to Merchant Credit/Debit Card Agreement: Giles County Clerk's office

Grant Contract: TN Department of Health and Giles County Government, 7/1/2022-6/30/2023

Grant Contract: TN Department of Agriculture and Giles County Trustee/Animal Shelter, 7/01/2022-5/31/2023

Grant Contract: TN Department of Transportation and Giles County, Litter Grant, 7/1/2022-6/30/2023

RESOLUTIONS

Amendment

2022-42 Authorizing the amendment of the 2022-2023 Budget, County General Fund 101, Fund 131 and Fund 141

Resolutions

2022-43 To authorize moving of Archives Office

2022-44 To allocate \$500,000 of Local Option Sales Tax collected by Giles County, Tennessee to the 101 General Fund

2022-45 To enter into negotiations for the purchase of 40 acres located at Mill Street and the Bypass in Giles County for the Ambulance Service

UNFINISHED BUSINESS

NEW BUSINESS

Respectfully submitted this 11th day of July, 2022.

Carol H Wade

Giles County Clerk

TO THE BOARD OF COMMISSIONERS OF GILES COUNTY, TENNESSEE

RECEIVED
06/24/2022 CW

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

ACCOUNT	BALANCE LAST	RECEIPTS	DISBURSEMENTS	COMMISSION	TRANSFER		BALANCE
	REPORT				DB	CR	
GENERAL	12,746,618.93	832,142.68	1,307,036.28	7,898.84	-	27,437.46	12,291,263.95
DRUG	102,660.91	479.75	-	-	-	-	103,140.66
AMER RESCUE PLAN	2,861,518.50	-	-	-	-	-	2,861,518.50
PROBATION FUND	130,265.73	-	6,082.50	-	-	-	124,183.23
HIGHWAY	2,609,290.53	306,089.64	385,947.38	3,215.81	-	-	2,526,216.98
SCHOOL	11,630,867.79	735,824.23	2,460,419.58	11,207.70	-	-	9,895,064.74
FEDERAL	866,866.54	235,225.92	227,260.21	-	-	-	874,832.25
FOOD SERVICE	1,982,398.60	16,023.10	237,809.07	-	-	-	1,760,612.63
DEBT SERVICE	468,466.11	1,265.53	-	-	-	-	469,731.64
CAPITAL PROJECTS	3,779.50	-	-	-	-	-	3,779.50
HWY CAPITAL PROJ	-	-	-	-	-	-	-
EDUC CAPITAL PROJ	80,790.04	-	-	-	-	-	80,790.04
EDUC CAPITAL #2	8,062,755.98	-	216,016.73	-	-	-	7,846,739.25
OTHER CAPITAL PROJ	5,312,635.23	113,863.99	-	1,138.64	-	-	5,425,360.58
TOTALS	46,858,914.39	2,240,914.84	4,840,571.75	23,460.99	-	27,437.46	44,263,233.95

Respectfully submitted,

Beth Moore-Summers

Beth Moore-Summers, Finance Director



GILES COUNTY HIGHWAY DEPARTMENT QUARTERLY REPORTS ENDING JUNE 30, 2022

North Section

<u>Road Name</u>	<u>Road #</u>	<u>Discription of work</u>	<u>Est. Cost</u>
Ables Ln	0A206	bhoe, 3 trks	\$ 525.00
Access Rd	0A150	bhoe, 2 trks, cold mix, #8's	\$ 2,247.50
Allison Drive		grad all, 2 trks	\$ 360.00
Anderson Creek Rd	0A003	bhoe, trk # 25, 3 trks	\$ 585.00
Annie Wade Rd	0A051	bhoe, 5 trks	\$ 520.00
Apple Hill Rd	0A061	bhoe, 2 trks	\$ 175.00
Ball Hollow Rd	A054	bhoe, 3 trks, cold mix, #8's	\$ 1,190.00
Apple Hill Rd	0A061	grad all, trks	\$ 3,725.00
Beaver View Ln		grader, water trk, trks, c&run, dist & chip, oil, #7's	\$ 8,505.48
Beech Hill Rd	00964	bhoe, trks, grad all, trks	\$ 1,342.50
Beechwood Farm Rd		bhoe, 2 trks	\$ 350.00
Black Ridge Rd	0A063	bhoe, 2 trks	\$ 87.50
Blackburn Hollow Rd	01885	bhoe, trks	\$ 175.00
Blooming Grove Rd	0A182	bhoe, 5 trks	\$ 317.50
Blue Creek Rd	A115-A110	bhoe, 2 trks	\$ 87.50
Briar Ln	0A065	grader, bho, 3 trks, c&run	\$ 1,805.10
Britton Hollow Rd	A215	bhoe, 3 trks	\$ 345.00
Buford Station Rd	00962	grad all, 2 trks	\$ 720.00
Campbellsville Hill Rd	1906	trk # 65, #8's	\$ 351.00
Cedar Knob Rd	0A298	bhoe, 3 trks	\$ 230.00
Carroll Ridge Rd	0A131	grad all, 2 trks	\$ 360.00
Clock Creek Rd	0A151	2 trks	\$ 110.00
Clear Creek Rd	0A130	grad all, trks	\$ 610.00
County Line Rd	0A678	grader, trk# 40, c&run	\$ 317.68
Creedy Hollow Rd	0A175	bhoe, 2 trks, surge	\$ 285.00
Diana Rd	01889	bhoe, 2 trks	\$ 175.00
Diana Ridge Rd	0A164	bhoe, 2 trks	\$ 175.00
Dotson Gap Rd	A1893	bhoe, 3 trks, rip rap, surge	\$ 1,110.00
Dry Weakley Creek Rd	01817	trk # 55, #8's	\$ 343.00
Dyestone Branch Rd	0A008	bhoe, 3 trks	\$ 345.00
East College Street		bhoe, 2 trks, hotmix, striping, clean up, traffic control	\$ 251,219.40
Ella West Circle	0A092	bhoe, 3 trks	\$ 230.00
Englett Rd		bhoe, 2 trks	\$ 175.00
Erickson Dr	0A537	bhoe, 2 trks	\$ 87.50
Estep Rd	0A497	bhoe, trks, roller, culvert, c&run	\$ 5,342.80
Flagg Springs	0A0611	grad all, trks, grader, c&run, roller, water trk, dist&chip, oil, #7's, #8's	\$ 20,062.63
Fralix Rd	0A090	grader	\$ 80.00
Fry Branch Rd	A082	bhoe, 4 trks	\$ 492.50
Gimlet Creek Rd	01836	bhoe, 3 trks	\$ 525.00
Gunter Ridge Rd	0A214	bhoe, trks	\$ 175.00
Grant Rd	0A026	grader	\$ 160.00
Green Valley Rd	0A195	bhoe, 2 trks	\$ 87.50
Hams Creek Rd	0A034	grad all, trk #30, trks	\$ 790.00
Hannah Rd	0A057	grader, roller, 4 trks, coldmix, #8's	\$ 3,925.00
Hannah Hollow Rd	0A679	grader, trk # 65, c&run	\$ 384.71
Harris Rd	0A122	bhoe, 2 trks	\$ 262.50
Hart Leonard Rd	0A118	bhoe, 3 trks	\$ 635.00
Harwell Hollow Rd	0A213	bhoe, 2 trks	\$ 175.00
Helms Rd	0A135	grad all, 2 trks	\$ 360.00
Inman Rd	0A676	grad all	\$ 35.00
Jett Rd	0A120	bhoe, 2 trks	\$ 175.00
Johnson Rd	A143	bhoe, 2 trks	\$ 175.00
Leatherwood Creek Rd	0A194	grad all, 2 trks, trk #30	\$ 850.00

Little Creek Rd	0A218	bhoe, trk #30, broom, c&run	\$ 1,070.35
Little Dry Creek Rd	0A049	bhoe, 3 trks, grader, roller, 2 trks, c&run, coldmix, #8's	\$ 2,291.57
Locke Rd	0A064	bhoe, 2 trks, #8's	\$ 518.00
Marie Ln		bhoe, 2 trks	\$ 262.50
Maxwell Hill Rd	0A128	grad all, 9 trks,grader,loader, reclaimer, roller, water trk,#7's,dist&chip, oil, #8's	\$ 32,947.03
Milky Way Rd	0A055	grad all, 2 trks	\$ 540.00
Mines Rd	0A052	broom, Hotmix, striping	\$ 88,812.83
Morrow Branch Rd	0A016	bhoe, 5 trks	\$ 672.00
Mountain View Dr	0A681	bhoe, 3 trks	\$ 345.00
Muckle Branch Rd	0A030	trk #55,#8's	\$ 694.00
Old Apple Hill Rd	0A070	grad all, 4 trks	\$ 2,880.00
Old Campbellsville Rd	01891	grad all, 2 trks	\$ 750.00
Old Hwy 64		grader, trk # 10, cold mix	\$ 2,287.50
Old Smith Hollow	0A196	bhoe, 3 trks	\$ 345.00
Pickens Rd	0A096	bhoe, 2 trks, grad all	\$ 820.00
Pisgah Pike	0A183	grad all, 2 trks, rip rap	\$ 2,492.68
Poling Drive		bhoe, trk #30	\$ 360.00
Powell Chapel Rd	0A159	trk # 55, #8's	\$ 386.50
Pump Station Rd	0A015	bhoe, trk # 10	\$ 60.00
Rea Branch Rd	00940	bhoe, 2 trks	\$ 175.00
Reece Lane	A185	bhoe, 2 trks	\$ 175.00
Rock Springs Rd	0A025	grad all, 2 trks	\$ 360.00
Robertson Fork	0A116	bhoe, 2 trks, c&run	\$ 310.00
Round Hill Rd	0A101	grad all, trk #50	\$ 125.00
Shady Lane	0A129	bhoe, 2 trks	\$ 350.00
Shular Branch Rd	0A013	bhoe, 3 trks	\$ 345.00
Sulcer Lane	0A661	grad all, trk #30, rip rap, coldmix	\$ 1,398.67
Sumac Rd	0A140	bhoe, 2 trks	\$ 175.00
Tight Bark Hollow Rd	A200	bhoe, 5 trks, grad all	\$ 1,065.00
Trade Branch Rd	0A110	grad all, 2 trks, bhoe	\$ 555.00
Ward Rd		bhoe, 2 trks	\$ 87.50
Wolaver Rd	0A710	grader, water trk, 5 trks, c&run, dist&chip, roller, oil, #7's	\$ 10,162.99
Womble Ridge Rd	0A032	grader, bhoe, 4 trks, grad all	\$ 2,005.00
Worsham Hollow		grader, water trk, 8 trks, c&run, dist&chip, roller, oil, #7's,#8's	\$ 11,898.63
Young Hollow Rd	0A168	grader, 7 trks, roller, surge, c&run, rip rap, block material,culvert, rip rap, reclaimer, #6's, grad all,dist&chip, oil, #7's	\$ 56,236.38
North Totals:			\$ 537,838.43

South Section

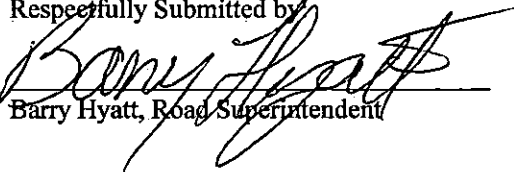
Agnew Rd	00987	bhoe, trk # 25, coldmix	\$ 310.00
Alsup Hollow Rd	0A355	bhoe, trks	\$ 175.00
Ardmore Ridge Rd	A276	bhoe, 5 trks, rip rap	\$ 965.00
Barnette Rd	0A653	bhoe, 2 tks	\$ 175.00
Bass Rd	0A355	bhoe, trkhoe, roller, 5 trks, culvert, surge, c&run, rip rap	\$ 5,237.70
Baugh Rd	1898	bhoe, 3 trks	\$ 690.00
Bee Springs Rd	0A247	bhoe, 2 trks	\$ 175.00
Ben Johnson Rd	0A416	bhoe, 2 trks	\$ 175.00
Black Rd	0A358	bhoe, 3 trks	\$ 230.00
Bradshaw Creek Rd	01900	bhoe, 3 trks	\$ 460.00
Cates Hollow	0A420	bhoe, 2 trks	\$ 437.58
Chestnut Grove Rd	0A413	bhoe, 2 trks	\$ 262.50
Crescent View Rd	0A342	bhoe, 3 trks	\$ 985.00
Crooked Hill Rd	0A354	bhoe, 2 trks, trk #95	\$ 295.00
Dixontown Rd	0A281	bhoe, 2 trks	\$ 175.00
Eagin Cemt. Rd		bhoe, 3 trks, grad all, #30, 2 trks	\$ 1,155.00
Edmundson Rd		bhoe, 2 trks, rip rap	\$ 603.46
Fall River Rd		bhoe, 4 trks	\$ 437.50
Fogg Hollow Rd	0A460	bhoe, 2 trks	\$ 87.50
Gilbert Cemt. Rd		grader, 2 trks, 36.26 c&run	\$ 838.47
Glen Haven Rd	0A440	bhoe, 2 trks	\$ 175.00
Greenfield Rd	0A324	bhoe, 3 trks	\$ 345.00
Hagen Rd	0A336	bhoe, 2 trks	\$ 175.00
Hanna Rd	0A364	grad all, 2 trks, rip rap, c&run	\$ 2,036.61

Hicks Cut Rd	0A340	bhoe, 2 trks, rip rap	\$	335.00
Jack Holt Rd	0A459	bhoe, trks, c&run	\$	405.00
Jackson Hollow Rd	0A443	bhoe, 4 trks, rip rap, c&run	\$	897.50
James Hollow Rd	A301	bhoe, 3 trks, c&run	\$	622.50
Johnson Branch Rd	01811	bhoe, trks	\$	1,412.50
Junus Jackson		bhoe, 3 trks	\$	345.00
Lake Logan		grader, loader, trucks, reclaimer, roller, water trk, rip rap, c&run, dist&chip, oil, #7's #8's,	\$	46,525.13
Little Texas Rd	0A464	trk #65, #8's	\$	686.00
Loften Hall Rd	0A268	bhoe, 2trks	\$	175.00
Lyle Ln	A072	grader, 3 trks, roller, c&run, #8's, dist&chip, oil, #6's	\$	5,490.16
Mayfield Rd	0A395	bhoe, 2 trks, surge	\$	405.00
Nancy Green Ridge Rd	0A348	bhoe, 2 trks	\$	437.50
Newman Rd	0A177	grad all, trks, #8's	\$	1,603.00
Oak Grove Rd	01881	bhoe, 2 trks	\$	175.00
Oliver Branch		bhoe, 4 trks	\$	437.50
Patterson Rd	0A671	bhoe, trk # 25	\$	120.00
Peach Rd	0A294	bhoe, 2 trks	\$	175.00
Pleasant Ridge Rd	01910	bhoe, trks, grad all	\$	300.00
Pollard Hollow Rd	0A303	bhoe, trks	\$	207.50
Price Rd	0A717	bhoe, trk # 75	\$	180.00
Prospect Rd	00981	bhoe, 2 trks	\$	175.00
Reed Rd	0A421	bhoe, 2 trks	\$	175.00
Reed Hill Rd	0A414	bhoe, 2 trks	\$	175.00
Ross Rd		bhoe, 2 trks	\$	350.00
Roy Rd		grader, 2 trks, c&run	\$	720.67
Shannon Creek Rd	0A437	bhoe, 2 trks, grad all, trk # 50	\$	2,717.50
Shoal Creek Rd	0A369	grad all, 2 trks	\$	540.00
Shores Rd	0A398	grad all, trks, grader, reclaimer, water trk, roller, #6's, #7's, dist&chip, oil, #8's	\$	42,231.31
Short School Rd	0A411	grad all, trks, grader, loader, reclaimer, water trk, roller, #7's, dist&chip, oil, #8's	\$	42,835.89
Silver Creek Rd		grad all, 2 trks	\$	360.00
Sorghum Hollow Rd	0A236	grader, 2 trks, block material, #8's, roller	\$	2,609.93
Stella Rd		grad all, 2 trks, bhoe	\$	765.00
Story Rd	0A435	grader, loader, 3 trks, water trk, dist&chip, roller, oil, #7's	\$	5,562.06
Sugar Creek Rd	0A448	bhoe, 2 trks	\$	350.00
Tackett Branch Rd	00960	grad all, 2 trks	\$	720.00
Thompson Rd	0A343	bhoe, 2 trks	\$	262.50
Warren Hollow	A0350	bhoe, 2 trks	\$	350.00
Warren Lane		bhoe, 2 trks, c&run	\$	445.00
West Hollow Rd	0A399	bhoe, 2 trks, trk #60	\$	267.50
Wheelerton Rd	0A253	grader, loader, 5 trks, reclaimer, roller, water trk, #8's, c&run, 2-3" rock, dist&chip, #7's, oil	\$	23,131.14
White House Ln	0A117	trk hqe, bhoe, roller, trks, surge, c&run	\$	5,385.47
Young Rd	0A727	grader, roller, trks, surge, c&run, water trk, dist&chip, 5 trks, oil #7's	\$	20,899.24
York Hollow Rd	A346	bhoe, 2 trks	\$	350.00

South Totals: \$ 228,913.82

Grand Total: \$ 766,752.25

Respectfully Submitted by


Barry Hyatt, Road Superintendent

Giles County Health Department
209 S. Cedar Lane
Pulaski, TN 38478
931-363-5506

RECEIVED
07/06/2022
DWS

TO: Honorable Members of the Giles County Quarterly Court

FROM: Giles County Health Department

DATE: July 5, 2022

A resume of the services for the second quarter of 2022 is attached.

The Giles County Health Department continues to provide free COVID testing on Tuesday and Friday each week from 9:30 a.m.-10:30 a.m. by appointment only. We provide self-test kit options Monday through Friday from 8:00 a.m.-4:30 p.m. Pfizer COVID vaccine is available free of charge by walk-in Monday through Friday from 9:00 a.m.-3:30 p.m.

Number of Visits by Program
April 1, 2022 - June 30, 2022

Aids Prevention	61
Birth Certificates	233
Breastfeeding	70
Breast & Cervical	25
Care Coordination	22
Child Health (includes immunizations)	99
Environmental	0
EPST&T	13
Family Planning	130
HUGS	206
Men's Health	21
Sexually Transmitted Disease	175
Smoking Cessation	0
TennCare Advocacy	292
Tuberculosis	40
Vital Records	127
Women's Health	53
WIC (Women, Infants and Children)	319

Summary of Immunizations
April 1, 2022 - June 30, 2022

DTaP	(Diphtheria, Tetanus, Accellular Pertussis)	8
TD	(Tetanus, Diphtheria)	1
Tdap	(Tetanus, Accellular Pertussis)	22
IPV	(Inactivated Polio)	1
HBV-Child	(Hepatitis B)	2
HBV-Adult	(Hepatitis B)	14
MMR	(Measles, Mumps, Rubella)	15
CPX	(Chickenpox)	13
RTA	(Rotavirus)	8
P13	(Pneumococcal Meningitis)	27
HIB	(Haemophilus Influenza type b)	0
HAS	(Hepatitis A)	2
MC4	(Meningococcal)	6
HPV/HPA	(Genital Human Papillomavirus)	11
FLU	(Influenza)	12
PNE	(Pneumonia)	0
PEDIARIX	(Diphtheria, Tetanus, Pertussis, Hepatitis B, Inactivated Polio)	13
DHV	(Diphtheria, Haemophilus, Inactivated Polio)	0
KINRIX	(Diphtheria, Tetanus, Pertussis Inactivated Polio)	11

Respectfully submitted,
Dara Crabtree, PHOS

July 11, 2022

received
07/11/2022

The following report is submitted to the citizens of Giles County from the Sheriff's Department for July 1, 2021, through June 30, 2022.

Office Statistics:

Sworn Personnel.....	41
Civilian Personnel	36
Reserve Personnel.....	10
State Warrants Received for Service.....	909
State Warrants Served	896
Civil Warrants/Process Received for Service.....	3,067
Civil Warrants/Process Served.....	2,987
Adults arrested by Sheriff Department Deputies.....	702
Persons arrested & transported.....	648
Persons arrested-summoned/cited.....	94
Juveniles arrested by Sheriff Department Deputies.....	72
Domestic Violence Incidents.....	92
Domestic Violence Arrests.....	74
Total Calls for Service.....	5739
Reportable Incidents (Adults).....	1221
Non-Reportable Incidents (Adults).....	109
Reportable Incidents (Juveniles).....	107
Non-Reportable Incidents (Juveniles).....	38
Jail Incidents.....	830
Citations Issued.....	509
Prisoners Processed.....(Males 915 -Females 409).....	1,324
Prisoners Released.....(Males 921 -Females 398).....	1,319
Average Monthly Population	88
TCI Certified Beds	126
Total Miles Traveled.....	673,059
Sexual and Violent Sexual Offenders Registered.....	48
Vehicles Seized for Drug Offenses by Sheriff's Department.....	6

Revenue Collected and Paid to:

County Trustee (record checks, svc fees, rebates, contracts, etc.).....	\$90,506.50
General Sessions-Circuit Court (Bonds)	\$ 56,756.24
Chancery Court (Bonds, Purge)	\$ 17,177.30

Total \$ 164,440.04

Giles County Sheriff Department
Officer, Jail and Drug Fees
 Collected by Giles County Circuit Court Clerk
 Fiscal Year 2021-2022

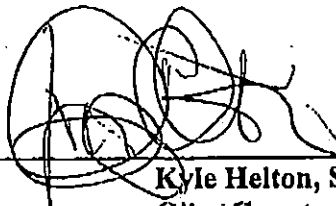
Type	Revenue Account	Civil/GenSess/Juv	Circuit	Total
County Officer Fees	24360	\$ 20,361.50	\$ 11802.25	\$ 32,163.75
Jail Tax	24140-JBLDG	\$ 87,256.00	\$ 5710.50	\$ 92,966.50
Jail Fee	24370	\$ 2,347.00	\$ 0.00	\$ 2,347.00
Data Processing	24360-JDATA-SDATA	\$ 1,272.50	\$ 587.00	\$ 1,859.50
County Fines	24310	\$ 5,778.00	\$ 8,250.00	\$ 14,028.00
County Drug Fines	24330	\$ 2,120.00	\$ 14,888.00	\$ 17,008.00
Courthouse Security	24140-CTSEC	\$ 87,238.00	\$ 6,301.00	\$ 93,539.00
Courthouse Security	24490-CTSEC	\$ 18.00	\$ 26.00	\$ 44.00
				\$ 253,955.75

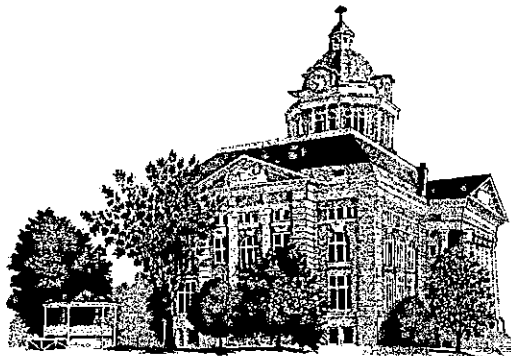
Income from State Prisoners** \$ 359,870.00
 Social Security Reporting Incentive Income \$ 3,400.00
 Inmate phone commissions \$ 56,746.92
 Commissary Commissions \$ 13,683.68
 ENotez Commissions \$ 1,132.00
 Over the Counter Receivables \$ 6,271.62

Total for all line items above..... \$ 441,104.22

** State Prisoner Income is the total invoiced to the State of Tennessee and may change during final cost adjustment.

7/12/22
 Date


 Kyle Helton, Sheriff
 Giles County, TN



Giles County Courthouse • Pulaski, Tennessee

RECEIVED
07/07/2022 CW

JANICE CURTIS
TRUSTEE
Giles County
Pulaski, Tennessee
38478

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

JULY 1, 2022

GILES COUNTY TRUSTEE INVESTMENTS – JULY 1, 2022

CERTIFICATE NUMBER	MATURITY DATE	AMOUNT
68614	1-18-2023	100,000.00
68615	1-18-2023	100,000.00
LOCAL GOVERNMENT INVESTMENT POOL		7,752,795.65
TOTAL INVESTMENT		7,952,795.65

GILES COUNTY TRUSTEE

A handwritten signature in cursive script that reads "Janice Curtis".

JANICE CURTIS

2022.07.07
Addendum to Merchant Credit/Debit Card Agreement

RECEIVED
07/07/2022 CW

This Addendum is made 07/07/2022 by and between I3-BIS, LLC ("Company") and
Giles _____ County Clerk ("Client").

WHEREAS, the parties agree to make certain contract modifications to terms and conditions of the previously executed Merchant Credit/Debit Card Agreement:

NOW THEREFORE, the parties agree to the following modifications:

1. Company will add the ability for Client to accept card payments from Discover and American Express.
2. Company will provide counter card processing services for VISA, MasterCard, American Express, and Discover. The convenience fee for these transactions shall be 2.25% plus \$0.25.
3. Company will provide online card processing services for VISA, MasterCard, American Express, and Discover. The convenience fee for these transactions shall be 2.25% plus \$1.00.

All other terms and conditions stipulated in the original Agreement shall remain in full force and effect.

In witness of the acceptance of the terms of this Addendum, the parties have caused this Addendum to be executed by their duly authorized representatives as of the date first above written.

CLIENT:

By: Carol Wade
Title: County Clerk

COMPANY:

By: [Signature]
Title: Secretary and General Counsel



GOVERNMENTAL GRANT CONTRACT

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

Begin Date July 1, 2022		End Date June 30, 2023		Agency Tracking # 34360-17723		Edison ID	
Grantee Legal Entity Name Giles County Government						Edison Vendor ID 4199	
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient			CFDA #				
			Grantee's fiscal year end June 30				
Service Caption (one line only) Local Health Services							
Funding —							
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount		
2023	\$191,071.54	\$100,081.46			\$291,153.00		
TOTAL:	\$191,071.54	\$100,081.46			\$291,153.00		
Grantee Selection Process Summary							
<input type="checkbox"/> Competitive Selection							
<input checked="" type="checkbox"/> Non-competitive Selection							
All 89 counties are funded							
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations. <i>Eric Bucholz</i>					CPO USE - GG		
Speed Chart (optional) HL00000170		Account Code (optional) 71301000					

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF HEALTH
AND
GILES COUNTY GOVERNMENT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Giles County Government, hereinafter referred to as the "Grantee," is for the provision of Local Health Services, 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. Service Definitions.

- a. CHAD - Child Health and Development, a home visiting program.
- b. CSS - Children's Special Services, a program of the Maternal and Child Health Block Grant.
- c. EP - The Emergency Preparedness program, which includes activities as part of the Centers for Disease Control and Prevention, Public Health Emergency Preparedness (PHEP) and Assistant Secretary for Preparedness and Response (ASPR) cooperative agreements.
- d. EPSDT - The Early, Periodic, Screening, Diagnosis and Treatment program, which is covered by Medicaid/TennCare.
- e. HUGS - Help Us Grow Successfully, a home visiting program.
- f. PTBMIS - Patient Tracking Billing and Management Information System of the Tennessee Department of Health.
- g. Rural Local Health Services - A central focus and coordinated effort to identify obstacles unique to rural areas where solutions bring about changes and reforms to improve and enhance the health care of rural citizens.
- h. STD - The Sexually Transmitted Disease program.
- i. WIC Services - The Special Supplemental Nutrition Program for Women, Infant, and Children established by the Child Nutrition Act of 1966 and codified as 42 U.S.C. § 1786.

A.3. Service Goals. Rural Local Health Services represent an array of programs and services provided by the Division of Community Health Services. These programs and services illustrate the breadth and diversity of efforts to meet the public health needs of Tennessee's citizens. All public health services are delivered in accordance with state and/or federal statutes, program rules and regulations, physician protocols and standing orders.

A.4. Service Description.

- a. The Grantee shall perform the following services on an as needed basis:

PROGRAM	CFDA#
Adolescent Pregnancy Prevention	N/A
Baby & Me Services	N/A
Breast and Cervical Cancer – (Maternal and Child Health Block Grant)	93.994
Child Health and Development (CHAD)	N/A
Childhood Lead Poisoning Prevention	N/A
Children's Special Services (CSS) – Care Coordination Services (Maternal and Child Health Block Grant)	93.994
Chronic Diseases Prevention and Health Promotion	93.758
Clinical Physician Services	N/A
Dental Clinical Services	93.224
Dental Prevention Services	N/A
Early, Periodic, Screening, Diagnosis, and Treatment (EPSDT) - Community Outreach Services	N/A
Early, Periodic, Screening, Diagnosis, and Treatment (EPSDT)	N/A
Emergency Preparedness	93.074
Family Planning Services	93.217
General Administration/Public Health Office Assistants/Custodial	N/A
Help Us Grow Successfully (HUGS)	N/A
HIV Prevention Services	93.940
Immunization Services	93.268
Nutrition Services	N/A
Prenatal Presumptive Eligibility	N/A
Rape Prevention and Education Program	93.136
Regional/County Health Officers (RCHO)	N/A
Primary Care Services	93.913
Ryan White Medical Case Management (Ryan White Title II)	93.917
Sexually Transmitted Disease (STD) Services	93.977
Tobacco Use Prevention and Control Program	93.305
Tuberculosis Services (Tuberculosis Elimination Grant)	93.116
Women, Infant, and Children (WIC) Services – Special Supplemental Nutrition Program	10.557

- b. The above services shall be performed according to the service descriptions in the "Catalog of Local Rural Health Services for the Division of Health Community Services" that provides a description of the above services.

The Grantee may request a copy from the State, and notification of any changes will be provided by the State via electronic mail.

- c. The Grantee shall assure staff providing services in accordance with this Grant Contract are on duty during the State's regularly scheduled business hours (8:00 a.m. to 4:30 p.m. Central Time). Grantee staff shall also observe the same legal holidays as observed by the State.
- d. Local Health Services provided by the Division of Community Health Services are coded and tracked through PTBMIS. A copy of the most recent version of the PTBMIS Coding Manual can be found at:
<https://tennessee.sharepoint.com/sites/health/CHS/BILL/SitePages/Home.aspx>
- e. The Grantee shall allow the State to credential, privilege, and contract medical facilities and medical practitioners on the Grantee's behalf.

- A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsection b., below);
 - b. the Catalog of Local Rural Health Services for the Division of Community Services will be provided when the Grantee requests a copy from the State, and notification of any changes will be provided by the State via electronic mail.
- A.6. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet is incorporated in this Grant Contract. The Grantee shall be notified of any changes that shall take place during the duration of this Grant Contract.
- A.7. In the event that the Grantee is subject to an audit in accordance with Section D.19. hereunder, the Grantee shall submit to the State contact listed in Section D.8. a copy of the audit report and Notice of Audit Report Attachment.
- A.8. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2022 ("Effective Date") and ending on June 30, 2023, ("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 Two Hundred Ninety One Thousand One Hundred Fifty Three Dollars (\$291,153.00) ("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 (Attachment 2) 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:

Community Health Services

Jenny Crane, Contract Manager

<https://tennessee.sharepoint.com/sites/health/DAS/AMO/ACP/Invoicing/Forms>

- 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 Health, Local Health Services..
 - (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.
 - (4) An invoice under this Grant Contract shall be presented to the State within forty-five (45) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than forty-five (45) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.

- 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. (Attachment 3)
- 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-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:

Jenny Crane, Contract Manager
Department of Health, Community Health Services
710 James Robertson Avenue
Nashville, TN 37243
jenny.crane@tn.gov
Telephone #: (615)741.0235
Fax #: N/A

The Grantee:

Melissa Greene, County Executive
Giles County Government
PO Box 678
Pulaski, Tennessee 38478
gcfinance7@energize.net
Telephone #: (931) 363-5300
Fax#: N/A

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 4 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 5 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 5 Notice of Audit Report shall complete Attachment 6, the Parent Child Information document. 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. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

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

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

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

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

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. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. 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.
- E.4. Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

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

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

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.

- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

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

IN WITNESS WHEREOF,

GILES COUNTY GOVERNMENT:

GRANTEE SIGNATURE

DATE

MELISSA GREENE, COUNTY EXECUTIVE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

**Morgan McDonald MD, FACP, FAAP
INTERIM COMMISSIONER**

DATE

ATTACHMENT 1
GRANT BUDGET
(BUDGET PAGE 1)

GILES COUNTY GOVERNMENT - LOCAL HEALTH SERVICES				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2022, and ending June 30, 2023.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$214,100.00	\$0.00	\$214,100.00
2	Benefits & Taxes	\$70,653.00	\$0.00	\$70,653.00
4, 15	Professional Fee/ Grant & Award ²	\$200.00	\$0.00	\$200.00
5	Supplies	\$1,000.00	\$0.00	\$1,000.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$100.00	\$0.00	\$100.00
11, 12	Travel/ Conferences & Meetings ²	\$5,000.00	\$0.00	\$5,000.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$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	\$100.00	\$0.00	\$100.00
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	\$291,153.00	\$0.00	\$291,153.00

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.in.gov/finance/looking-for/policies.html>).

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

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Giles County
Subrecipient's Unique Entity Identifier (SAM)	LGCMDD6KKBT8
Federal Award Identification Number (FAIN)	
Federal award date	3/30/2022
Subaward Period of Performance Start and End Date	
Subaward Budget Period Start and End Date	
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.217
Grant contract's begin date	7/1/2022
Grant contract's end date	6/30/2023
Amount of federal funds obligated by this grant contract	\$11,295.84
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$7,108,750.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	1A22 FAMILY PLANNING SERVICES
Name of federal awarding agency	DEPARTMENT OF HEALTH AND HUMAN SERVICES
Name and contact information for the federal awarding official	-
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	-
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)	

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Giles County
Subrecipient's Unique Entity Identifier (SAM)	LGCMDD6KKBT8
Federal Award Identification Number (FAIN)	
Federal award date	
Subaward Period of Performance Start and End Date	
Subaward Budget Period Start and End Date	
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.217
Grant contract's begin date	7/1/2022
Grant contract's end date	6/30/2023
Amount of federal funds obligated by this grant contract	\$3,765.65
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	
Name of federal awarding agency	
Name and contact information for the federal awarding official	
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	
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)	

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Giles County
Subrecipient's Unique Entity Identifier (SAM)	LGCMD6KKBT8
Federal Award Identification Number (FAIN)	
Federal award date	11/2/2021
Subaward Period of Performance Start and End Date	
Subaward Budget Period Start and End Date	
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.994
Grant contract's begin date	7/1/2022
Grant contract's end date	6/30/2023
Amount of federal funds obligated by this grant contract	\$7,737.24
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$7,052,851.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	8A22 MCH
Name of federal awarding agency	HEALTH RESOURCES AND SERVICES ADMIN
Name and contact information for the federal awarding official	-
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	-
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)	

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Giles County
Subrecipient's Unique Entity Identifier (SAM)	LGCMDD6KKB8
Federal Award Identification Number (FAIN)	
Federal award date	
Subaward Period of Performance Start and End Date	
Subaward Budget Period Start and End Date	
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.994
Grant contract's begin date	7/1/2022
Grant contract's end date	6/30/2023
Amount of federal funds obligated by this grant contract	\$23,210.62
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	
Name of federal awarding agency	
Name and contact information for the federal awarding official	
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	
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)	

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Giles County
Subrecipient's Unique Entity Identifier (SAM)	LGCMDD6KKBT8
Federal Award Identification Number (FAIN)	
Federal award date	9/28/2021
Subaward Period of Performance Start and End Date	
Subaward Budget Period Start and End Date	
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	10.557
Grant contract's begin date	7/1/2022
Grant contract's end date	6/30/2023
Amount of federal funds obligated by this grant contract	\$13,518.03
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$42,749,147.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	4A22 WIC ADMINISTRATION
Name of federal awarding agency	FOOD AND NUTRITION SERVICE
Name and contact information for the federal awarding official	-
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	-
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)	

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Giles County
Subrecipient's Unique Entity Identifier (SAM)	LGCMDD6KKBT8
Federal Award Identification Number (FAIN)	
Federal award date	
Subaward Period of Performance Start and End Date	
Subaward Budget Period Start and End Date	
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	10.557
Grant contract's begin date	7/1/2022
Grant contract's end date	6/30/2023
Amount of federal funds obligated by this grant contract	\$40,554.08
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	
Name of federal awarding agency	
Name and contact information for the federal awarding official	
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official.	
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)	



GOVERNMENTAL GRANT CONTRACT

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

Begin Date July 1, 2022	End Date May 31, 2023	Agency Tracking # 32518-03023	Edison ID		
Grantee Legal Entity Name Gile County Trustee / Animal Shelter			Edison Vendor ID 4199		
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		CFDA # Grantee's fiscal year end: June, 2023			
Service Caption (one line only) Animal Friendly – Spay/Neuter, Per DGA 69599					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2023	\$1,100.00				\$1,100.00
					0
TOTAL:	\$1,100.00				\$1,100.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection			Grantees are selected using a request for application process. Applications are received and evaluated based on their proposed cost-per-procedure		
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG	
Speed Chart (optional)		Account Code (optional) 71303000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF AGRICULTURE
AND
Gile County Trustee / Animal Shelter**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Tennessee Department of Agriculture, hereinafter referred to as the "State" and Gile County Trustee / Animal Shelter, hereinafter referred to as the "Grantee," is for the provision of low cost sterilization of dogs and cats, 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 will provide low cost sterilization of dogs and cats to the public utilizing the criteria set forth in their application (Attachment 3) for determining the financial need of the surgical applicant.
- A.3. Sterilization services shall be provided by a veterinarian licensed in Tennessee and performed in a facility licensed by the Tennessee Department of Health.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2022 ("Effective Date") and extend for a period of Twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Thousand and One Hundred Dollars (\$1,100.00) ("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 Department of Agriculture
Animal Health
Attn: Latoya Lewis
P.O. Box 40627
Nashville, TN 37204
615-837-5002

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

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or 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:

Latoya Lewis, Administrative Secretary
Tennessee Department of Agriculture
P.O. Box 40627, Nashville, TN 37204
Animal.friendlygrants@tn.gov
Telephone # 615-837-5002
FAX # 615-837-5250

The Grantee:

Morgan Sutton
Gile County Trustee / Animal Shelter
PO BOX 678 Pulaski, TN 38478
Telephone # 931-363-2300

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. 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 [2].
- 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. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

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

IN WITNESS WHEREOF,

Gile County Trustee / Animal Shelter:

<u>Melissa Greene</u>	<u>6-28-22</u>
GRANTEE SIGNATURE	DATE
<u>Melissa Greene, Giles County Executive</u>	
PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)	

TENNESSEE DEPARTMENT OF AGRICULTURE:

<u>CHARLES HATCHER, D.V.M., COMMISSIONER</u>	<u>DATE</u>
--	-------------

GRANT BUDGET				
<p>The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following</p> <p>Applicable Period: BEGIN: July 1, 2022 END: May 31, 2023</p>				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	\$1,100.00	0.00	\$1,100.00
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	\$1,100.00	0.00	\$1,100.00

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.

ATTACHMENT 1**GRANT BUDGET LINE-ITEM DETAIL:**

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Provide low cost spay / neuter services to procedures 37 @ average of \$30.00 per animal.	\$1,100.00
TOTAL	\$1,100.00

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 Gile County Trustee / Animal Shelter a parent? Yes ☐ No ☒

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

Is Gile County Trustee / Animal Shelter a child? Yes ☒ No ☐

If yes, complete the fields below.

Parent entity's name: Giles County, Tennessee

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: bmsummers@gilescountytn.gov

Parent entity's Edison Vendor ID number, if applicable: 4199

ATTACHMENT 3



GOVERNMENTAL GRANT CONTRACT

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

Begin Date 7/1/2022	End Date 6/30/2023	Agency Tracking # 40100-47890	Edison ID 73638
Grantee Legal Entity Name GILES COUNTY			Edison Vendor ID 0000004199
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		CFDA # Grantee's fiscal year end	
Service Caption (one line only)			
Funding —			
FY	State	Federal	Interdepartmental
2023	\$52,200.00		
TOTAL:	\$52,200.00		
		TOTAL Grant Contract Amount \$52,200.00	
Grantee Selection Process Summary			
<input checked="" type="checkbox"/> Competitive Selection		Competitive application and award process.	
<input type="checkbox"/> Non-competitive Selection			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		CPO USE - GG	
 DOF Financial Contracts Sign (Jun 24, 2022 10:59 CDT)			
Speed Chart (optional) TX00298828	Account Code (optional) 71301000		

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF TRANSPORTATION
AND
GILES COUNTY
CONTRACT#Z23LIT028
PROJECT#28500-4023-04**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and ~~Grantee Legal~~ Giles County Entity Name, hereinafter referred to as the "Grantee," is for the provision of Scope of Service Caption, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000004199

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 provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.3. The Grantee shall participate in the TDOT Litter Grant Program by performing physical litter pickup and litter prevention education. The Grantee's expenditures shall be in accordance with the provisions of TCA § 41-2-123(c) in order to be eligible for reimbursement. Requests for travel compensation must be pre-approved in writing by the State.
- A.4. Safety Requirements. The Grantee shall require persons working on or adjacent to the highway right-of-way to wear safety-colored vests and appropriate personal protective equipment. The Grantee shall also provide appropriate traffic control in work zones in accordance with the current Manual on Inform Traffic Control Devices for Streets and Highways (MUTCD), published by the Federal Highway Administration.
- A.5. Physical litter pickup and prevention education operations shall be conducted by the Grantee in accordance with established Litter Grant Program guidelines as listed in the current program manual, and in coordination and support of TDOT's "Nobody Trashes Tennessee" litter prevention campaign. A copy of all guidelines and manuals are available from the Grantor State Agency upon request.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2022 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Fifty-Two Thousand Two Hundred Dollars (\$52,200.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

TDOT Litter Grant Program
 Highway Beautification Office
 James K. Polk, Building, 4th Floor
 505 Deaderick Street
 Nashville, TN 37243-0333

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Tennessee Department of Transportation, Highway Beautification Office.
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.
 - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget

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

TDOT Litter Grant Program
 Highway Beautification Office
 James K. Polk Building, 4th Floor
 505 Deaderick Street

Nashville, TN 37243-0333
 TDOT.HBO.Invoices@tn.gov
 Telephone # (615) 741-2877

The Grantee:

Melissa Greene, County Executive
 Giles County Trustee
 Giles County Courthouse
 P.O. Box 678
 Pulaski, TN 38478-0678
 mgreene@gilescountyttn.gov
 Telephone # 931-363-5300
 FAX # 931-363-2068

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.** 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 Two.
- 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. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. § 12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of

federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

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. The Grantee agrees that it will spend a minimum of Nineteen Thousand Three Hundred Seventy Dollars (\$19,370.00) for education in the prevention of litter. No line item changes may result in a decrease in the education allotment specified above. Allowable education expenses include training and travel expenses, including expenses for attending training events sponsored by the Department of Transportation or Keep Tennessee Beautiful.

IN WITNESS WHEREOF,

GILES COUNTY:



 GRANTEE SIGNATURE

6-7-22

 DATE

DATE

MELISSA GREENE, GILES COUNTY EXECUTIVE (PRINT NAME AND TITLE)

TENNESSEE DEPARTMENT OF TRANSPORTATION:

Howard H. Eley
Howard H. Eley (Jul 1, 2022 11:29 CDT)

COMMISSIONER

DATE

APPROVED AS TO FORM AND LEGALITY:

John H. Reinbold
John H. Reinbold (Jun 24, 2022 13:07 CDT)

JOHN REINBOLD, GENERAL COUNSEL

DATE

ATTACHMENT ONE

GRANT BUDGET				
GILES COUNTY PHYSICAL LITTER PICKUP & PREVENTION EDUCATION				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: JULY 1, 2022 END: JUNE 30, 2023				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	\$22,130.00	0.00	\$22,130.00
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	\$10,700.00	0.00	\$10,700.00
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	\$19,370.00	0.00	\$19,370.00
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	\$52,200.00	0.00	\$52,200.00

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.

ATTACHMENT ONE

GRANT BUDGET LINE-ITEM DETAIL:

OTHER NON-PERSONNEL	AMOUNT
Specific, Descriptive, Detail (Repeat Row As Necessary)	\$19,370.00
TOTAL	\$19,370.00

ATTACHMENT TWO

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: 0000004199

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: Giles County, Tennessee

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 - Sumners

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

Phone number: 931-363-5486

Email address: bmsumners@gilescountytn.gov

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

TDOT Standard Contract Routing Form



TDOT
Department of
Transportation

Originating Division: Highway Beautification Office -- Environmental Division

Return signed contract to: Susan.Stokes@tn.gov (615-770-3902) -- 4th Floor J.K. Polk Bldg.

Type of Document: Grant

Grantee: Giles County

Contract Amount: \$52,200.⁰⁰

State Funding: 100%

Contract Period: July 1, 2022 thru June 30, 2023

Contract Number: Z23LIT028

Project Number: 28-500-4023-04

Edison Speed Code: TX00298828

Agency Tracking Number: 40100-47890

Edison ID: 73638

Edison Vendor ID: 0000004199

Description of Work:

This is a Grant issued under a Delegated Grant Authority that will allow Giles County to continue the Litter Grant Program in FY23.

Recommended for Commissioner's signature:

Program Manager: <u>Michael V. McCaughan</u>	Date: <u>22 June 2022</u>
Finance Manager: <u>Tenley Heston</u> <small>TDOT Finance Contracts Stamps Jun 24, 2022 10:59 CDT</small>	Date: _____
General Counsel: <u>John H. Reinhold</u> <small>John H. Reinhold Jun 24, 2022 13:07 CDT</small>	Date: _____
Bureau Chief: <u>Patricia M. B.</u>	Date: _____

RESOLUTION OF THE GILES COUNTY BOARD OF COMMISSIONERS.
AUTHORIZING THE AMENDMENT OF THE 2022-2023 BUDGET

2022-42

RECEIVED
07/08/2022

COUNTY GENERAL FUND 101

DR CR

Professional Services - Prior Approval		
51800	304 Architects	22500.00
51800	308 Consultants	17000.00
Prior Maintenance Approval		
51800	335 Maintenance & Repair Building	70,964.00
51800	335 Rescue Squad - Maintenance	11,473.00
Building Improvements - Prior Approval		
51800	707 Building Improvements	401,032.00
Building- Equipment - Prior Approval		
51800	790 Other Equipment	67,970.00
Jail - Prior Approval		
54210	335 Maintenance & Repair - Building	4,920.00
OEM Office - Prior Approval		
54490	711 Furniture & Fixtures	23,611.00
54490	790 Other Equipment- Grants	26,537.00
Ambulance Prior Approval		
55130	707 Building Improvements- Paving	68,175.00
55130	790 Other Equipment	12,198.00
Solid Waste - Prior Approval		
55732	718 Motor Vehicle	28,057.00
Ag Park - Prior Approval		
56700	790 Other Equipment	7,386.00
Old Record - Prior Approval		
56900	790 Other Equipment	2,134.00
39000	Fund Balance	763,957.00
Sheriff Patrol Cars		
54110	718 Motor Vehicles	170,000.00
39000	Fund Balance	170,000.00
Animal Shelter- Spay & Neuter Grant		
55120	357 Veterinary Services	1,100.00
46980	Other State Grants	1,100.00
Ag Park Cameras		
56700	790 Other Equipment	8,100.00
39000	Fund Balance	8,100.00
OEM - Change Order		
51800	707 Building Improvements	35,000.00
39000	Hotel Motel Reserve	35,000.00

Additional Appropriations for Nonprofits

56500	316 Contributions-Minor Hill Library	1,854.00
55590	316 Contributions-Kid's Place	2,500.00
55590	316 Contributions-Rural Food Delivery	2,500.00
39000	Fund Balance	6,854.00

Additional Appropriations/Alcohol/Drug Reserve

55590	316 Contributions- New Canaan Ranch	55,000.00
55590	316 Contributions- Betterway	5,000.00
39000	Alcohol/Drug Reserve	60,000.00

1,045,011.00	1,045,011.00
--------------	--------------

FUND 131 Highway Equipment - Prior Approval

68000	714 Highway Equipment	110,175.00
39000	Fund Balance	110,175.00

110,175.00	110,175.00
------------	------------

Fund 141 General School Fund- Prior Approval

72620	399 Other Contracted Services	19,284.00
72710	729 Transportation Equipment	367,593.00
39000	Fund Balance	386,877.00

386,877.00	386,877.00
------------	------------

County Executive

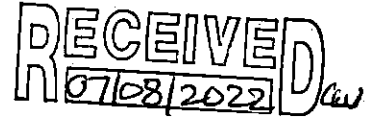
Attest:

County Clerk

Sponsor:

Erin Curry

RESOLUTION NO. 2022 - 43



**RESOLUTION OF THE GOVERNING BODY OF GILES COUNTY, TENNESSEE TO AUTHORIZE
MOVING OF ARCHIVES OFFICE**

WHEREAS, the Giles County Commission has the authority to assign office space for county offices;
and

WHEREAS, the Property Committee of the Governing Body of Giles County has unanimously
approved the relocation of the Archives Department from the Courthouse to 211 South Cedar Lane, Pulaski
which currently houses the Emergency Management Office.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of Giles County, Tennessee as
follows:

SECTION ONE: That the Governing Body of Giles County, Tennessee does hereby authorize the
relocation of the Archives Department from the Courthouse to 211 South Cedar Lane, Pulaski.

SECTION TWO: That all orders and resolutions in conflict herewith be and the same are hereby repealed
and this Resolution shall take effect immediately upon its passage.

This resolution adopted this __ day of July 2022.

County Executive

ATTEST: _____

County Clerk

Sponsor - Tracy Wilburn

RESOLUTION NO. 2022- 44

RECEIVED
07/08/2022

**RESOLUTION OF THE GOVERNING BODY TO ALLOCATE \$500,000 OF
LOCAL OPTION SALES TAX COLLECTED BY GILES COUNTY, TENNESSEE
TO THE 101 GENERAL FUND**

WHEREAS, Giles County collects and deposits monies generated from the local option tax; and

WHEREAS, pursuant to the Resolution of the governing body entered on June 28th, 2018 said local option sales tax monies as collected in Giles County, Tennessee was earmarked and directed into a line item within Fund 189 entitled "Other Capital Projects"; and

WHEREAS, the governing body of Giles County has determined that \$500,000 of monies generated by the local options sales tax be redirected into the 101 General Fund for operating expenditures beginning July 1, 2022 through June 30, 2023; and

NOW, THEREFORE, BE IT RESOLVED By the Governing Body of Giles County, Tennessee as follows:

SECTION ONE: Giles County, Tennessee governing body will allocate \$500,000 of monies generated from the local options sales tax into the 101 General Fund beginning July 1, 2022 through June 30, 2023; and

SECTION TWO: Funds shall be utilized for operating expenditures; and

SECTION THREE: That all orders and resolutions in conflict herewith be and the same are hereby repealed and this resolution shall take effect immediately upon its passage.

This Resolution adopted this ____ day of _____, 2022.

County Executive

ATTEST;

County Court Clerk

Sponsor:

Erin Curry

RESOLUTION NO. 2022-45



**RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO ENTER INTO
NEGOTIATIONS FOR THE PURCHASE OF 40 ACRES LOCATED AT MILL
STREET AND THE BYPASS IN GILES COUNTY FOR THE AMBULANCE
SERVICE**

WHEREAS, the Governing Body of Giles County, Tennessee recognizes the need for an ambulance building for the main station centrally located within Giles County; and

WHEREAS, Giles County budget committee has committed up to \$600,000 to negotiate the purchase of 40 acres located within the Pulaski city limits of Mill Street and the bypass; and

WHEREAS, Giles County budget committee has also committed up to \$5,000 for the purpose of engineering services of said property.

NOW, THEREFORE, BE IT RESOLVED By the Governing Body of Giles County, Tennessee as follows:

SECTION ONE: To authorize the County Executive to enter into negotiations for the purchase of 40 acres located within the Pulaski city limits of Mill Street and the bypass; and

SECTION TWO: To authorize the County Executive to spend up to \$5,000 for engineering services for said property; and

SECTION THREE: That all orders and resolutions in conflict herewith be and the same are hereby repealed and this resolution shall take effect immediately upon its passage.

This Resolution adopted this ____ day of _____, 2022.

County Executive

ATTEST;

County Court Clerk

Sponsor:

David Wamble