TO THE HONORABLE MEMBERS OF THE BOARD OF COMMISSIONERS GILES COUNTY, TENNESSEE I HEREBY SUBMIT THE FOLLOWING REPORT October 21, 2024

Roll Call Court Open

Prayer

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

Agenda Concurrence

APPROVAL OF MINUTES of the September 16, 2024, Regular Session of the Giles County Legislative Body Giles County Employee of the Quarter

ADDRESS COMMISSION

Economic Director Phillip Reese

PUBLIC COMMENTS

ELECTIONS

Notaries Public at Large

Planning Commission

Re-Election: Joyce Edlin, Fallon Kimbrough, Mary E. Malone, Norma P. White
New: Teresa J. Diesel, Tracye L. Gentry, Denise Malone, Melissa Ann Russell
EDC Matt Rubelsky (Budget Chair), Terry Jones 1 year term

Caleb Savage, Andy Edwards, Kristen Pfeiffer, Tommy Price, Brian Marks

REPORTS

Finance Director for August, 2024, including 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 Projects

4 year term

- 2. Giles County Highway Department Quarterly Report
- 3. Giles County Health Department Quarterly Report
- 5. Giles County Public Library Report As of September 30, 2023
- 6. Giles County Highway Department Bill of sale 2005 and 2006 Mack Dump w/plow

CONTRACTS, AGREEMENTS and GRANTS

- 1. Giles County Sheriff's Department Grant: Enforcement of Tennessee Driving Under the Influence Laws
- 2. Lease Agreement between RackleyFamily, LLC and the Giles County Board of Education

RESOLUTIONS

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2024-60 Authorizing the amendment of the 2024-2025 Budget, County General Fund 101 and Fund 171

2024-61 Authorizing the amendment of the 2024-2025 Budget, Highway Fund 131

RESOLUTIONS

2024-62 Committing to Courthouse Phase I Scope of Work

2024-63 To have Tennessee Department of Health construct an Emergency Preparedness Storage Facility on County-City

Property

2024-64 Naming a bridge on Bledsoe RD over Pigeon Roost Creek Bridge No # 280A1380001, Charles R. "Red" Brewer

Parol H Wade

Memorial Bridge

2024-65 Relative to the reimbursement of Emergency Medical Technician for training

2024-66 Requiring full commission approval of 171 Capital Expenditures

UNFINISHED BUSINESS

NEW BUSINESS ANNOUNCEMENTS

Respectfully submitted, this 14th day of October, 2024.

County Clerk

TO THE BOARD OF COMMISSIONERS OF GILES COUNTY, TENNESSEE

U DECEINED

I HEREWITH SUBMIT TO YOU THE FINANCIAL CONDITION OF GILES COUNTY, TENNESSEE FOR THE MONTH ENDING JULY 2024

	BALANCE LAST	_			TRANSFE	R	
ACCOUNT	REPORT	RECEIPTS	DISBURSEMENTS	COMMISSION	DB	CR	BALANCE
GENERAL	9,121,391.23	857,317.18	1,735,232.59	7,336.73			8,236,139.09
DRUG	82,219.64	13,266.84	(375.00)				95,861.48
AMER RESCUE PLAN	-		,				-
PROBATION FUND	48,407.98		1,907.34				46,500.64
HIGHWAY	2,527,612.62	370,779.59	504,508.85	2,826.78			2,391,056.58
SCHOOL	8,520,949.09	3,306,739.35	3,190,034.67	10,754.13			8,626,899.64
FEDERAL -	671,243.34	933,490.81	310,739.92			-	1,293,994.23
FOOD SERVICE	1,510,736.22	3,252.74	150,466.05				1,363,522.91
DEBT SERVICE	649,506.78	39,695.93		396.96		<u> </u>	688,805.75
CAPITAL PROJECTS	3,976,111.40	-	40,438.92				3,935,672.48
HWY CAPITAL PROJ			*				-
EDUC CAPITAL PROJ	350,736.85		-				350,736.85
EDUC CAPITAL #2	10,345,595.38	-	2,814,548.14				7,531,047.24
OTHER CAPITAL PROJ	5,610,268.24	58,274.28		582.75			5,667,959.77
TOTALS	43,414,778.77	5,582,816.72	8,747,501.48	21,897.35			40,228,196.66

Respectfully submitted,

Beth Moore-Sumners, Finance Director

Beth Mode. Summers



Giles County Highway Department Quarterly Reports Ending September 30,2024

NORTH SECTION:

Road Name:	<u>RD #</u>	Description of work performed	Est.	Cost
Abernathy Rd	01893	bhoe, 3 trks, cold mix, roller	\$	3,550.00
Access Rd	0A150	bhoe, trk #50, cold mix, #8's	\$	1,565.00
Allen Murrey Rd	0A107	bhoe, trk #55, rip rap	\$	447.50
Apple Hill Rd	0A061	bhoe, 2 trks,3 trks	\$	577.50
Aymett Ridge	0A520	bhoe, trk #60	\$	140.00
Bear Creek Pike Rd	0A320	bhoe, trk #95	\$	210.00
Big Dry Creek Rd	0A038	bhoe, 2 trks,grad all, surge, c&run, water trk, hot mix paving	\$	839,699.89
Big Springs Rd	0A158	bhoe, 2 trks	\$	205.00
Blackburn Hollow Rd	1885	bhoe, trk #30, lowboy, trk #50, 2 trks	\$	1,520.00
Blue Creek Rd	0A110-0A115	grad all, 2 trks	\$	840.00
Bledsoe Rd	0A138	bhoe, trk #50	\$	140.00
Bonee Rd	0A224	bhoe, 4 trks, culvert, surge, rip rap, reclaimer, 2 graders, water trk,		
		2 rollers, loader, 4 trks, dist &chip, oil, #8's, #7's	\$	25,370.28
Bradshaw Rd	1900	bhoe, 2 trks	\$	615.00
Campbellsville Rd	A1906	bhoe, 2 trks	\$	307.50
Carol Rd	0A180	grader, loader. 3 trks, reclaimer, 2 rollers, 2 trks, #8's,4 trks, culvert,		
		surge, c&run,chip&dist. Oil, #6's,#8's	\$	56,302.97
Cedar Knob Rd	0A298	bhoe, 2 trks, rip rap	\$	1,122.50
Center Point Rd	1902	trackhoe, bhoe, 2 trks	\$	885.00
Chestnut Grove Rd	0A413	grader, loader, water trk, 2 trks	\$	1,310.00
Chestnut Cemt. Rd	0A675	dist &chip, oil, #8's	\$	29,155.50
Choates Creek Rd	0A042	bhoe, 3 trks, surge, rip rap, 3 culverts, reclaimer, 2 graders, water trk,		
		2 rollers, loader, 4 trks, c&run, #8's, dist&chip, oil	\$	81,868.02
Clear Creek Rd	0A130	bhoe, 2 trks	\$	307.50
Clock Creek Rd	0A151	bhoe, trk #60, gabion,grad all, 2 trks, cold mix	\$	1,824.50
Diana Rd	1889	bhoe, trk #40, grad all, 2 trks, rip rap	\$	1,558.26
Dry Weakley Creek Rd	1817	2 trks, block material	\$	697.49
Dyestone Branch Rd	0A008	grader, loader. 5 trks, reclaimer, grader, roller, water trk, 3 trks, #8's,		
		dist&chip, oil, #7's,#8's	\$	79,146.22
Factory Creek Rd	0A001	2 trks, #8's	\$	2,028.86

Fields Rd	0A045	2 grader, loader, 5 trks, broom, reclaimer, grader, water trk, 2 rollers,		•	
1 loids Nd	UNUTS	culvert, gabion, surge, 3 trks,#8's, c&run	\$	9,719.64	
Fire Tower Rd	0A155	bhoe, 2 trks	\$	410.00	
Fleeman Rd	0A225	2 graders, loader, 4 trks,reclaimer, 2 graders, water trk,2 rollers, 4 trks,	Ψ	410.00	
	012220	#8's,dist & chip, oil, #7's	\$	65,612.55	
Garland Drive	A0747	bhoe, 2 trks	\$	205.00	
Gimlet Creek Rd	1836	bhoe, trackhoe, 5 trks, culvert, surge, rip rap, reclaimer, 2 graders, 2 rollers,		205.00	
	1000	loader, water trk, grad all, 4 trks, #8's, gabion, extension, lowboy,	1		
		dist & chip, oil, c&run	\$	97,873.38	
Grant Rd	0A0326	grader	\$	180.00	
Gunter Smith Rd	0A057	bhoe, 2 trks	\$	205.00	
Gutherie Rd		bhoe, 3 trks	\$	270.00	
Hagen Hill Rd		bhoe, 2 trks	\$	205.00	
Hams Creek Rd	0A034	bhoe, 2 trks	\$	205.00	
		bhoe, 2 trks	\$	205.00	
Happy Hill Rd	0A108	bhoe, 2 trks, trk #60	\$	415.00	
Hickory Drive	A326	bhoe, trk #20	\$	140.00	
Holt Rd	0A161	grader, 2 trks, coldmix, #8's, roller, bhoe, 2 trks	\$	4,749.00	
Horne Hill Rd	0A046	reclaimer, 2 graders, loader, water trk, roller, 5 trks,3 trks, #8's, roller	\$	9,948.00	
Hyde Rd	0A300	bhoe, 2 trks	\$	205.00	
Industrial Loop Rd	989	bhoe, trk #50	\$	140.00	
Jett Rd	0A120	bhoe, 2 trks	\$	205.00	
Joe Brownlow Rd	0A460	bhoe, 3 trks	\$	270.00	
Kerr Hill Rd	966	bhoe, 2 trks	\$	205.00	
Knox Hollow Rd	0A048	grader, roller, 2 trks, c&run, headwall rock	\$	1,040.50	
Little Dry Creek Rd	0A049	grader, loader, broom, 3 trks, reclaimer, grader, roller, 3 trks, #8's, bhoe,			
		trk, headwall rock	\$	12,009.50	
Locke Rd	0A064	trackhoe, bhoe, 2 trks	\$	1,032.50	
Locker Rd	0A198	bhoe, trk #20	\$	140.00	
Major Rd	0A181	bhoe, trk #30, grad all, 2 trks, rip rap	\$	1,983.82	
Memory Ln	0A652	bhoe 2 trks, c&run	\$	601.08	
Mines Rd	0A052	bhoe, trk #50, surge	\$	272.40	
Morgan Rd	0A223	reclaimer, grader, water trk, roller, trk #55, dist & chip, oil, #7's	\$	8,419.95	
Muckle Branch Rd	0A030	2 trks	\$	195.00	
Parrish Hollow Rd	0A017	bhoe, trk #65	\$	140.00	
Pete White Rd	0A018	bhoe, 2 tks, rip rap, c&run	\$	678.75	
Pickens Rd	0A096	bhoe, 2 trks	\$	205.00	
Pierce Rd	0A123	bhoe, 2 trks	\$	717.50	
Pigeon Roost Rd	1904	bhoe, 2 trks	\$	615.00	
Pisgah Pike Rd	0A183	bhoe, trk # 20	\$	140.00	

Powder Mill Branch Rd	0A187	grader, loader, 4 trks, bhoe, 5 trks, culvert, c&run, rip rap, reclaimer,	
		grader, roller,5 trks, #8's, water trk, dist&chip, oil, #7's,#8's	\$ 106,102.35
Old Apple Hill Rd	0A070	bhoe, 3 trks	\$ 405.00
Old Campbellsville Rd	1891	bhoe, 2 trks	\$ 205.00
Old Hwy 64		bhoe	\$ 150.00
Robertson Rd	0A380	bhoe, trk # 30,3 trks, 2 trks	\$ 1,480.00
Robertson Fork Rd	0A116	bhoe, trk # 20, rip rap	\$ 377.50
Rose Hill Ln		trk #55, #8's	\$ 1,491.17
Shady Ln	0A129	bhoe, 2 trks	\$ 205.00
Shaw Rd	0A219	bhoe, trk #30, lowboy,3 trks, headwall rock, c&run	\$ 1,112.75
Shular Branch Rd	0A013	bhoe, 2 trks	\$ 205.00
Smith Hollow Rd	0A062	bhoe, 3 trks	\$ 735.00
Stan Hollow	0A028	bhoe, trk #65, rip rap	\$ 517.50
Tatum Rd	0A044	2 graders, broom, loader, 5 trks, reclaimer, grader, water trk, 2 rollers,	
		culvert,gabion, surge, 2 trks	\$ 4,721.43
Tight Bark Rd	0A200	grad all, 2 trks, cold mix	\$ 1,370.00
Tunnell Hill Rd	0A296	bhoe, trk #30, grad all, 2 trks	\$ 1,190.00
Weakley Creek Rd	936	2 trks, #8's, bhoe, trk #50, 3 trks, block material,	\$ 2,280.44
Williams Ln		grader, 2 trks, roller, cold mix, #8's	\$ 4,579.00
Woodard Hollow	0A187	grader, loader, bhoe, 6 trks, culvert, c&run, rip rap, reclaimer, 2 rollers,	
		3 trks, #7's, dist&chip, oil, #7's, 8 trks	\$ 41,090.13
Woodard Rd	0A109	trk #60 #8's	\$ 525.90
Yokley Rd	1908	bhoe, 2 trks	\$ 205.00
		Total for North:	\$ 1,519.901.23

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Academy Rd	0A720	grader	\$ 135.00
Agnew Rd	987	bhoe, trk #50,	\$ 140.00
Alsup Hollow Rd	0A355	bhoe, trk #60, trk #50	\$ 280.00
Bass Rd	0A355	bhoe, trk #20, 3 trks	\$ 545.00
Barnette Rd	0A653	bhoe, trk #20	\$ 140.00
Bee Springs Rd	0A247	bhoe, 3 trks	\$ 540.00
Booth Chapel Rd	0A382	bhoe, trk #60	\$ 210.00
Bradshaw Creek Rd	1900	bhoe, trk #50,	\$ 420.00
Braly Hollow	0A031	bhoe, trk #60	\$ 280.00

Buchanan Creek Rd	0A234	grader, 2trks, cold mix, #8's roller	\$	4,969.00
Bunker Hill Rd	983	3 trks, bhoe	\$ \$	405.00
Cherry Drive	0A388	trackhoe, 4 trks, bhoe	\$ \$	2,975.00
Chicken Creek Rd	0A394	bhoe, trk #50, trk #20, 3 trks	\$	1,120.00
Crooked Hill Rd	0A354	bhoe, trk #50, trk #20	\$	420.00
Donahue Creek Rd	0A347	bhoe, 2 trks	\$ \$	97.50
Earl Townsend Rd	A372	bhoe, trackhoe, 2 trks	\$	897.50
Fogg Hollow Rd	0A460	bhoe, trk #20	\$ \$	140.00
Franklin Hayes Rd	0A208	bhoe, trk #60	Ф \$	280.00
George Ingram Rd	A559	bhoe, trk #525	\$ \$	280.00
Gilbert Curry Rd	0A226	bhoe, trk #60	\$ \$	140.00
Guy Davis Rd	0A449	bhoe, trk #50, 3 trks	\$	480.00
H. Smith Rd	0A361	3 trks, lowboy	\$ \$	1,091.19
Hardy Rd	0A301 0A237	bhoe, 2 trks	\$ \$	307.50
Hulsey Branch Rd	1871	bhoe, 3 trks		270.00
Hurricane Creek Rd	A419	bhoe, 3 trks	\$ \$	135.00
Indian Creek Rd	0A211	bhoe, 3 trks	\$ \$	405.00
Jack Holt Rd	0A211 0A459	bhoe, trk #20		140.00
Jackson Clinic Rd	0A379	bhoe, trk #50	\$ e	
Johnson Branch Rd	1811	•	\$ •	140.00
Junus Jackson Rd	0A377	bhoe, 3 trks	\$	405.00
Kincaid Rd	0A377 0A451	bhoe, 3 trks	\$	270.00
		bhoe, trk #50	\$	140.00
Lake Logan Rd Leatherwood Creek Rd	0A267	grad all, 2 trks	\$	840.00
	0A233	bhoe, 3 trks	\$	270.00
Liberty Circle	1077	bhoe, trk #60	\$	70.00
Liberty Rd	1877	bhoe, 2 trks	\$	405.00
Lofton Hall Rd	0A268	skid steer, 2 trks, cold mix, #8's	\$	1,612.60
Loyd Rd	0A642	bhoe, 2 trks, 3 trks	\$	1,150.00
Merrit Rd		cold mix, #8's, grad all, lowboy, 3 trks	\$	3,744.00
Minatra Rd	0A242	bhoe, trk #50	\$	420.00
Mitchell Rd	0A246	bhoe, 2 trks	\$	307.50
Moore Hollow Rd	0A250	bhoe, trk #60	\$	70.00
Myrick Branch Rd	0A394	bhoe, trk #50, 3 trks	\$	610.00
Nancy Green Ridge Rd	0A348	bhoe, trk #20, trk #50	\$	760.00
Oak Grove Rd	1881	bhoe, trk #50	\$	140.00
Peach Rd	0A294	bhoe, 2 trks	\$	1,015.00
Petty Branch Rd	0A319	bhoe, trk #20	\$	140.00
Petty Hollow Rd	0A618	bhoe, trk #40	\$	490.00
Pisgah Ridge Rd	0A210	3 trks, lowboy	\$	265.00
Pleasant Ridge Rd	1910	bhoe, 2 trks	\$	307.50

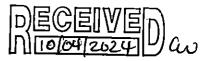
Pollard Hollow Rd	0A303	bhoe, 3 trks	\$ 405.00
Popular Hill Rd	0A299	bhoe, 2 trks, 3 trks, lowboy	\$ 1,880.00
Prospect Rd	981	bhoe, trk #60, 2 trks, 3 trks	\$ 2,320.00
Puncheon Branch Rd	0A453	bhoe, trks #20	\$ 70.00
Puryear Rd	A1811	bhoe, 3 trks, lowboy	\$ 800.00
Reed Rd	0A421	3 trks, bhoe	\$ 405.00
Roy Rd	0A310	2 trks, grader, c&run, surge	\$ 1,796.67
Shannon Creek Rd	0A437	bhoe, 3 trks	\$ 270.00
Shannon Drive		bhoe, 3 trks	\$ 405.00
Shoal Bluff Rd	0A370	bhoe, 3 trks	\$ 410.00
Shores Church Rd	0A436	bhoe, trk #50	\$ 140.00
Stella Rd	1875	bhoe, trk #10, trk #60, 2 trks, 3 trks	\$ 845.00
Sugar Creek Rd	0A448	bhoe, trk #50, 3 trks	\$ 680.00
Tarpley Shop Rd	1900	bhoe, trk #60, 2 trks	\$ 345.00
Veto Rd	1873	trackhoe	\$ 315.00
West Hollow Rd	0A075	bhoe, 3 trks	\$ 540.00
Wheelerton Rd	0A253	bhoe, trk #50	\$ 140.00
White House Ln	0A117	3 trks, lowboy, c&run	\$ 422.50
Wray Branch Rd	0A450	bhoe, trk #50, 2 trks, 3 trks, lowboy	\$ 2,065.00
York Hollow Rd	0A346	bhoe, 2 trks	\$ 205.00
Young Hollow Rd	0A168	bhoe 2 trks	\$ 307.50
		Total for South:	\$ 45,580.96
		Total for North & South:	\$ 1,565,482.19

Respectfully Submitted by:

Gene Barnickle
Road Superintendent

Giles County Health Department

209 S. Cedar Lane Pulaski, TN 38478 931-363-5506



TO: Honorable Members of the Giles County Quarterly Court

FROM: Giles County Health Department

DATE: October 4th, 2024

Services for the Third Quarter of 2024

The Giles County Health Department participated in the TN Kids Nutrition Delivery program throughout the month of July volunteering to help distribute food commodities to the community. On September 30th we participated in the Community Baby Shower Event which was an opportunity to share our services and programs for expectant moms, new babies, and families. We will host our annual TN Fight Flu Day on October 15th where we will be administering free flu vaccinations to the community, we will be offering a pod at the Pulaski Parks and Recreation Department from 8:30-11:30 and a pod at the Giles County Senior Center from 1:30-2:30. We also now have Covid Vaccine available and a limited number of high dose flu(for 65 and older) vaccine.

Number of Visits by Program July 1st, 2024- September 30th, 2024

Aids Prevention	50
	304
Birth Certificates	
Breastfeeding	74
Breast & Cervical	26
Care Coordination	12
Child Health (includes immunizations)	184
EPSD&T	0
Family Planning	129
HUGS	106
Men's Health	23
Sexually Transmitted Disease	145
Smoking Cessation (GIFTS Program)	0
TennCare Advocacy	566
Tuberculosis	6
Vital Records	110
Women's Health	32
WIC (Women, Infants and Children)	534
Nutrition-Medical	3

Summary of Immunizations July 1st, 2024- September 30th, 2024

DTaP (Diphtheria, Tetanus, Acellular Pertussis)	9
TD (Tetanus, Diphtheria)	. 9
Tdap (Tetanus, Acellular Pertussis)	65
IPV (Inactivated Polio)	9
HBV-Adult/Pediatric (Hepatitis B)	23
MMR (Measles, Mumps, Rubella) & MMV (MMR +	45
Varicella	
Varicella (Chickenpox)	19
RTA (Rotavirus)	5
P13/P15/P20 (Pneumococcal Meningitis)	32
HIB (Haemophilus Influenza type b)	5
HAS (Hepatitis A)	44
MC4 (Meningococcal)	42
HPV/HPA (Genital Human Papilomavirus)	43
FLU (Influenza)	34
RSV	0
Vaxelis (DTaP, IPV, Hib, HepB)	19
Kinrix (DTap-IPV)	22
Pediarix (DTap-Hep B-IPV)	3
mRNA (COVID-19 Vaccine)	11

Respectfully submitted, Raine Kelsey, PHOS

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Giles County Public Library Report - First Quarter 2024-2025

Statistics from July 1, 2024 - September 30, 2024



The total number of items checked out from Giles County Public Library and its branches for the first quarter of this fiscal year was 16,423: physical items 7,710 and digital items 8,713. We have also added 158 new library cardholders for the year.

The public access computers were used 1,100 times and Wi-Fi internet connection was used 1,170 times. We have had 8,188 in person library visits this fiscal year.

We provided 38 programs in the library with 658 people in attendance and 9 programs outside the library with 560 people in attendance. Therefore, the total offered during the quarter was 47 programs with total attendance of 1,218.

Upcoming programs:

Photography 101 classes will start on Monday, October 21 at 5:15 until 7:00 and will run for six weeks with the exception of Veteran's Day. The classes are taught by Action Photography, Joel Robison and Guy Schafer. The class will be for DSLR cameras only and they will focus on flash photography. Registration is required because of limited space.

Puppet Show Story Time - We are presenting a puppet show story time of Anansi the Spider on October 25 at 10:00 am. The African folktales of Anansi the Spider often teach lessons of the consequences of making bad choices.

Christmas Keepsake Plates – This popular program has become a tradition and is scheduled for Saturday, December 7. We will have three sessions for families to come and make a Christmas Keepsake plate. Registration is required to make sure we have enough supplies.

Special Christmas program – We are offering a Christmas program on December 20 to be held at the Giles Heritage Theater at 2:00 pm for kids called The Hilarious Ho Ho Holiday Show with Sam the Turtle, Hyena the Chicken and Mr. Barry Mitchell.

Regular Programs:

Regular Story Times: Fridays at 10:00.

One on one Tech Help by appointment: Every Wednesday.

Dungeons and Dragons for teens 13 and up: Mondays 2:30-5:00

Lego club: second and fourth Thursdays 3:30-4:30 for all ages.

Kids Art Club: second Wednesday from 3:30-4:30 for ages 6-12.

STEAM Teens: third Wednesday from 3:30-4:30 for ages 9-16.

Art in Action: first and fourth Wednesday of each month for kids and adults.

Watercolor class: fourth Tuesday of each month for adults

Lynnville Art class: 2nd Wednesdays

Lynnville Lego Club: 4th Wednesdays

Online Resources:

Tennessee Electronic Library has a number of resources including homework help, test prep, career tools, genealogy, World Book, language learning, health and research. There is a link on our website at gilescountylibrary.org.

Kanopy is an On-Demand Streaming Video Platform is available from our website with your library card for free. We have added Kanopy for Kids. This is a curated collection of content with a focus on ages 2-8. There are shows like Reading Rainbow and other shows that used to be on PBS television.

READS – Regional eBook and Audiobook Download System. Also available from our website. You can download the Libby App to access READS.

Librista – Librista is the app that you can get for our library's catalog. You can search our catalog with the app, place reserves and renew your items. You just need your library card number to access your account.

Community Partnerships

Boys and Girls Club – We are providing a program each month of STEM activities through the school year and also during Summer Reading each week.

Head Start Programs – We provide Story Time once a month to each Head Start program in the county.

Giles County Arts Council – Art in Action art classes each month for kids and adults. This has had a great response from the community.

Thank you very much for the increase in our operational budget.

Your operational support for the library to provide all of the resources and programs to the citizens of our wonderful county is very much appreciated by the library and all of the citizens who use the library.

RUTHERFORD COUNTY HIGHWAY DEPARTMENT P.O. BOX 1519 MURFREESBORO, TN. 37133-1519 PHONE: 615-898-7856 FAX: 615-898-7961



INVOICE

Cus	tomer			_
Name	Giles County Highw	ay Dept.		
Address	400 Bennett Drive			
City	Pulaski	State TN	ZIP 38478	
Phone	7		·-	

Date	9/18/2024	,
Order No.	131-35576	
Rep		
FOB		
,		

Qty	Description	Unit Price	TOTAL
1	2006 4ton Mack Dump w/ plow	\$30,000	\$30,000.00
-	VIN# 1M2AG11C86M051998		
1	2005 4ton Mack Dump w/ plow	\$30,000	\$30,000.00
•	VIN# 1M2AG11CX5M018127		
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			•
	A. D. 4.2	SubTotal	\$60,000.0
_		Shipping & Handling	·
⊚	1	axes State	
ŏ		TOTAL	\$60,000.0
Name	e l		
CC:		Office Use Only	
	Expires		

Thank you



GOVERNMENTAL GRANT CONTRACT 109/21/262 (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Da	te	End Date		Agency	/ Tracking #	racking #		<u>-</u>	
	ober 01, 2024	September 30, 2025			<u> </u>	Z25T	HS116	_	83667 (ID)
Grantee Legal Entity Name					_		_	Edison Ver	dor ID
	County Sheriff	's Depar	tment	·					4197
	ient or Recipient	ŀ	Assis	tance Listing	Number	- 20.607			
<u>⊠</u> s	ubrecipient	-		 ;	_	_			
	tecipient		Grant	ee's fiscal ye	ar end -	June 30			
Service (Caption (one line o	nly)			-		_	_	
Enfor	cement of Tenne	ssee Driv	ing Ur	nder the Influ	ence La	ws			
Funding	1					-			
FY 2025	State	Federal		Interdepartr	nental_	Other	тот	TOTAL Grant Contract Amoun	
2025		\$50,00							\$50,000.00
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TOTAL:	TOTAL: \$50,000.00							<u> </u>	\$50,000.00
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Grantee S	Selection Process	Summary			 -				· · · ·
Com	petitive Selection			Grants	will be a	warded base	d on the h	ighest scores	, data, and
	j tundir			funding	g availabi	ility. Law enfo	proement o	rants will be Safety and H	awarded based
•	Seci			Securi	ty's Tenn	essee Integra	ated Traffic	: Analysis Ne	twork (TITAN)
	į place:			places	a dollar	amount per c	ed into a r ounty base	unαing alloca ∋d on the data	tion tool which a provided by
IIIAN,									
Non-competitive Selection									
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are							CPO USI	E - GG	
required to be paid that is not already encumbered to pay other obligations.									
outer obligations.					•				
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Speed Chart (optional) Account Code (optional)									
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GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF SAFETY AND HOMELAND SECURITY AND Giles County Sheriff's Department

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Safety and Homeland Security, hereinafter referred to as the "State" or the "Grantor State Agency" and Giles County Sheriff's Department, hereinafter referred to as the "Grantee," is for the provision of implementing a highway safety grant, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4197

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 undertake Impaired Driving Countermeasures Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include: training for prosecutors and law enforcement officials in driving under the influence (DUI) prosecution techniques and reporting; law enforcement activities to decrease the number of DUI crashes; toxicology testing and training to reduce the backload of pending DUI cases, youth programs designed to prevent the purchase and use of alcohol and DUI related crashes; programs to reduce DUI repeat offender behavior; designated driver programs; and programs to improve prosecution and reduce the backload of DUI cases pending in courts.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

Monthly Claims and Status Reports			
Reporting Period	Due Date		
October	December 1st		
November	January 1st		
December	February 1st		
January	March 1st		
February	April 1st		
March	May 1st		
April	June 1st		
May	July 1st		
June	August 1st		
July	September 1st		
, August	October 1st		
September	November 1st		

Quarterly Claims and Status Reports			
Reporting Period	Due Date		
October 1 through December 31	February 1st		
January 1 through March 31	May 1st		
April 1 through June 30	August 1st		
July 1 through September 30	November 1st		

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State, thirty (30) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, https://trafficsafety.org/), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).
- g. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- h. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.

- i. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair Labor Standards Act's requirements for hours of work and overtime pay (see https://www.dol.gov/agencies/whd/flsa).
- k. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- I. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state: 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
- m. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. <u>Drug-Free Workplace</u>. The Grantee further agrees:

- a. To notify each employee engaged in the performance of this Grant Contract and to notify each such employee that as a condition of employment, he or she will abide by the terms of the Drug-Free Workplace Statement and notify his or her employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction. Notification by Grantee to employee shall take place by delivering a copy of the Drug-Free Workplace Guidelines established by the Tennessee Department of Human Resources to each employee.
- b. That, upon notification from an employee of any criminal drug statute conviction, the Grantee shall notify the State within ten (10) days after receiving notice from an employee of any criminal drug statute conviction.
- c. To take the following two (2) actions, within thirty (30) days of receiving notice from an employee of any criminal drug statute conviction, as provided in the second preceding paragraph:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination: or
 - (2) Requiring such employees to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- d. To make a good faith effort to continue to maintain a drug free workplace through implementation of the subject matter of the three (3) preceding paragraphs.

- A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.
- A.6. <u>Incorporation of Additional Documents</u>. 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.
 - This Grant Contract document with any attachments.
 - b. The Tennessee Highway Safety Office Grants Management Manual, including all federal certifications and assurance in Appendix A, located at http://tntrafficsafety.org/grant-management-manual.
 - c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSOGrants.org.
- A.7. <u>Incorporation of Federal Award Identification Worksheet</u>. The federal award identification worksheet, which appears as Attachment Two, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 2024 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the 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 Thousand Dollars and Zero Cents (\$50,000.00) ("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. <u>Travel Compensation</u>. 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. <u>Invoice Requirements</u>. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Department of Safety and Homeland Security
Tennessee Highway Safety Office
Tennessee Tower, 25th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - 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 Safety and Homeland Security / Tennessee Highway Safety 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:
 - 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.
 - 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. <u>Budget Line-items</u>. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior,

written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

- C.7. <u>Disbursement Reconciliation and Close Out</u>. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
 - a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 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. <u>Prerequisite Documentation</u>. 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. <u>Required Approvals</u>. 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 Tennessée 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. <u>Termination for Cause</u>. 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:

Clyde "Buddy" Lewis, Director Tennessee Department of Safety and Homeland Security Tennessee Highway Safety Office Tennessee Tower, 25th Floor 312 Rosa L. Parks Avenue Nashville, Tennessee 37243 Telephone #: (615) 741-2589

The Grantee:

Josh Bass, Investigator

Giles County Sheriff's Department 200 Thomas Gatlin Dr Pulaski, Tennessee 38478 Email Address: jbass@gilessd.com Telephone #: 931363-3505 FAX #: (931) 424-4786

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. <u>Nondiscrimination</u>. 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. <u>HIPAA Compliance</u>. As applicable, 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. <u>Public Notice</u>. 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. <u>Licensure</u>. 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. <u>Progress Reports</u>. 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.

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

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

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

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The 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—200.327 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 ten thousand dollars (\$10,000.00).

- D.21. <u>Strict Performance</u>. 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. <u>Limitation of State's Liability</u>. 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.
- Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts D.24. 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 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

- D.26. <u>Charges to Service Recipients Prohibited</u>. 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. <u>Completeness</u>. 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. <u>Headings</u>. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. <u>Iran Divestment Act.</u> 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. <u>Debarment and Suspension</u>. 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.

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. <u>Conflicting Terms and Conditions</u>. 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. [This provision only applies if the Maximum Liability in Section C.1. is \$30,000.00 or more]

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:

- 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:

- 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.

- 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 Sheriff's Department:		
	4/26/24	
GRANTEE SIGNATURE	DATE	
PRINTED NAME AND TITLE OF GRANTEE SIGNAT	TORY (above)	
DEPARTMENT OF SAFETY AND HOMELAND SEC	URITY:	
•		
JEFF LONG COMMISSIONER	DATE	

ATTACHMENT TWO

Federal Award Identification Worksheet

Cultura cini and a survey of the	Tou
Subrecipient's name (must match name	Giles County Sheriff's Department
associated with its Unique Entity Identifier (SAM)	
Subrecipient's Unique Entity Identifier (SAM)	TGVZMQQQ7TU5
Federal Award Identification Number (FAIN)	69A37524300001540TNA
Federal award date	10/01/2024
Subaward Period of Performance Start and End	10/01/2024 - 09/30/2025
Date	·
Subaward Budget Period Start and End Date	10/01/2024 - 09/30/2025
Assistance Listing number (formerly known as	20.607, Alcohol Open Container
the CFDA number) and Assistance Listing	
program title.	
Grant contract's begin date	10/01/2024
Grant contract's end date.	09/30/2025
Amount of federal funds obligated by this grant	\$50,000.00
contract	
Total amount of federal funds obligated to the	\$50,000.00
subrecipient	
Total amount of the federal award to the pass-	\$13,662,766.00
through entity (Grantor State Agency)	, , , , , , , , , , , , , , , , , , , ,
Federal award project description (as required to	Alcohol Open Container
be responsive to the Federal Funding	
Accountability and Transparency Act (FFATA)	
Name of federal awarding agency	National Highway Traffic Safety Administration (NHTSA)
Name and contact information for the federal	Atlanta Federal Center
awarding official	61 Forsyth Street, SW
Ţ	Atlanta, GA 30303
	Phone: (404) 562-3739
	Fax: (404) 562-3763
	E-mail: Region4@dot.gov
Name of pass-through entity	Tennessee Department of Safety and
	Homeland Security, Tennessee Highway Safety
	Office
Name and contact information for the pass-	Buddy Lewis, Director
through entity awarding official	Tennessee Highway Safety Office
	Tennessee Tower, 25th Floor
	312 Rosa L. Parks Avenue
	Nashville, TN 37243
	Telephone #: (615) 741-2589
Is the federal award for research and	No
development?	
Indirect cost rate for the federal award (See 2	0%
C.F.R. §200.332 for information on type of indirect cost rate)	
CHURCH COST FOTO)	I .

GRANT BUDGET

Agency Name: Giles County Sheriff's Department

Project Title: Enforcement of Tennessee Driving Under the Influence Laws

The grant budget line-item amounts below shall be applicable only to expense incurred during the following

Applicable Period:

BEGIN: 10/01/2024

END: 09/30/2025

5, 6, 7, 8, 9, 10 Supplies, Teleph Occupancy, Equipariting & Publication 11, 12 Travel, Conferent 13 Interest 2 14 Insurance	BJECT LINE-ITEM CATEGORY 1	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
5, 6, 7, 8, 9, 10 Supplies, Teleph Occupancy, Equiprinting & Publica 11, 12 Travel, Conferent 13 Interest 2 Insurance 16 Specific Assistant 17 Depreciation 2 18 Other Non-Person 20 Capital Purchase 21 Indirect Cost	nefitš & Taxes	\$25,000.00	\$0.00	\$25,000.00
Occupancy, Equipariting & Publica 11, 12 Travel, Conferer 13 Interest 2 14 Insurance 16 Specific Assistan 17 Depreciation 2 18 Other Non-Person 20 Capital Purchase 21 Indirect Cost	Fee, Grant & Award 2	\$0.00	\$0.00	\$0,00
13 Interest 2 14 Insurance 16 Specific Assistan 17 Depreciation 2 18 Other Non-Perso 20 Capital Purchase 21 Indirect Cost	lephone, Postage & Shipping, Equipment Rental & Maintenance, blications	\$25,000,00	\$0.00	\$25,000.00
14 Insurance 16 Specific Assistar 17 Depreciation 2 18 Other Non-Perso 20 Capital Purchase 21 Indirect Cost	erences & Meetings	\$0.00	\$0.00	\$0.00
16 Specific Assistan 17 Depreciation 2 18 Other Non-Perso 20 Capital Purchase 21 Indirect Cost		\$0.00	\$0.00	\$0.00
17 Depreciation 2 18 Other Non-Person 20 Capital Purchase 22 Indirect Cost		\$0.00	\$0.00	\$0.00
18 Other Non-Person 20 Capital Purchase 22 Indirect Cost	stance To Individuals.	\$0.00	\$0.00	\$0.00
20 Capital Purchase 22 Indirect Cost	2	\$0.00	\$0.00	\$0.00
22 Indirect Cost	ersonnel 2	\$0.00	\$0.00	\$0.00
- - 	nase 2	\$0.00	\$0.00	\$0.00
24 In-Kind Expense		\$0.00	\$0.00	\$0.00
•	nse	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$50,000.00	\$0.00	\$50,000.00

^{1.} Each expense object line-item is defined by the U.S. OMB's Uniform Adminitrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted online at: https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

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





Tennessee Department of Safety & Homeland Security Tennessee Highway Safety Office

SIGNATURE AUTHORITY CONSENT FORM

Beth Moore Sungers ast	he timens Director of
Name of Person Granting Signature Authority (Printed)	Title of Person Granting Authority
Name of Organization Receiving Grant	erson(s) identified below signatory authorit
for the 2024-2025 grant awarded by the Tennessee High	way Safety Office. The following individual
individuals are entitled to sign all grant related document	s on behalf of my organization.
Name and Title (Printed)	Signature
Josh Bass Centenant Name and Title (Printed)	Signature
Harriet Thompson, Agency Coura Name and Title (Printed)	Harriet Thungsignature

The above signatory authority granted to the above individual(s) may be revoked by me or by my organization at any time by written notice to the Tennessee Highway Safety Office.

Signature of Person Granting Authority

Date

or

DECEIVED CW

LEASE AGREEMENT

THIS LEASE ("Lease"), is made between RackleyFamily, LLC, a Tennessee Limited Liability Company ("Landlord") and the Giles County Board of Education ("Tenant").

WITNESSETH:

- 1. <u>Premises.</u> Landlord leases to Tenant and Tenant leases from Landlord the space outlined on <u>Exhibit A</u> attached hereto (the "Premises") the same being outlined in Red on said Exhibit A. The premises are located at 100 B Disk Drive, Pulaski Tennessee, and is commonly known as Building B (the "Building"). The Building contains approximately 4,550 square feet.
- 2. <u>Term.</u> The term of this Lease shall be for a total of fifty (50) months, and shall begin on the 1st day of November, 2024 and end on the 31st day of December, 2028.
- 3. Rent. Annual rent of Thirty-Six Thousand Dollars (\$36,000), payable in twelve (12) equal monthly installments of Three Thousand Dollars (\$3,000) each, shall be paid in advance, on or before the first day of each month, without demand, to Landlord at the address set forth hereafter, which Tenant covenants to pay as and when due. If not paid when due, said rent shall bear interest at a rate of five percent (5%) per month.
- 4. <u>Appurtenances</u>. Landlord grants to Tenant and covenants that Tenant shall have during the term of this Lease, at no additional cost to Tenant, the use of parking spaces in the parking lot adjoining the Building, as well as the methods of ingress and egress to/from Sheila Frost Drive and Magazine Road.
- 5. Renewal Term. Provided Tenant is not then in default hereunder and that Landlord and Tenant are able to successfully negotiate a mutually acceptable renewal rent amount, Tenant may at its option renew this Lease for one (1) successive five (5) year period commencing on the 1st day of January, 2029, upon all terms, conditions, and obligations set forth herein. Tenant shall provide Landlord with notice at least Ninety (90) days before the expiration of the original term of this Lease if it desires to exercise said option.
- 6. Renewal Rent. In the event the tenant exercises its option to renew as outlined in Section 5 above, the parties agree to negotiate the rental amount in good faith. In the event that the parties are not able to reach a mutually agreeable rental amount, then the term of this lease shall not be extended beyond the initial term.
- 7. <u>Lessee's Repairs and Utilities</u>. Tenant shall maintain the Premises in as clean and in as good repair as same are at the commencement of this term or may be put in during the continuance thereof, reasonable wear and tear and damage by fire, other casualty, or

condemnation excepted. Tenant shall maintain and keep in good repair and working order the roof, exterior walls, interior walls, floors, ceiling, sprinkler system, HVAC System, electrical wiring system, plumbing system and light fixtures, and will promptly replace all glass broken during the said term with glass of the same quality. Tenant shall procure its own janitorial and security alarm services.

Tenant shall be responsible for the payment of all bills and/or assessments for electrical, natural gas, water, sewer and other utilities serving the Premises. All utilities except for water and sewer are separately metered to the Building, and Tenant will be billed directly by the utility. With respect to billing for water and sewer, those charges will be billed to the Landlord, who in turn will submit to Tenant a statement reflecting said utility costs by the 31st day of January each year. Tenant shall pay Landlord for said utility costs within fifteen (15) days of being furnished with said statement from Landlord.

To the extent that Landlord shall be billed for any such services by the provider thereof Tenant shall reimburse Landlord for the amount thereof within fifteen (15) days of being furnished with a statement from Landlord with respect thereto. If the amount due as shown on such statement is not paid when due, it shall bear interest at a rate of five percent (5%) per month.

- 8. <u>Landlord's Repairs</u>. Landlord shall maintain and keep in good repair and working order all underground water and sewerage pipes.
- 9. <u>Grounds Maintenance</u>. Tenant shall maintain the grounds upon which the Building sits, the same being found on Map 097, Parcel 74.01, and encompassing approximately 5.4 acres. Maintenance of said grounds includes, but is not limited to yard mowing, weed eating, spraying, and debris removal, all of which is conducted from time to time as necessary, to ensure that the premises are maintained in a manner becoming to a professional office space.
- Tenant enter the Premises to inspect them and make any repairs required by Section 8 or required by Section 7 that Tenant has failed to make, and during the ninety (90) days preceding the expiration of this Lease, may show the Premises to persons who may wish to lease same, provided Tenant has not exercised its option to renew and Tenant's occupancy is not interfered with. If Landlord makes any repairs required to be made by Tenant under Section 7, Tenant shall pay Landlord as additional rent a sum equal to the amounts expended by Landlord plus interest thereon at a rate of five percent (5%) per month within ten (10) days after Landlord presents Tenant with a statement setting forth the repairs made and the amounts expended.
- 11. Renovations and Alterations of Premises. Subject to Landlord's approval of all plans and specifications for material renovations and alterations and subject to the condition

that Tenant shall allow no lien to be placed against the Premises or the Building, Tenant shall have the right, at its sole cost and expense, to renovate, alter, and use the Premises in connection with its needs and to make related improvements. All alterations, additions, repairs, replacements and improvements made to or upon the Premises shall be deemed to be part of the Premises and shall become the property of Landlord upon the expiration or termination of this Lease; provided, however, that trade fixtures, machinery, and equipment that are installed by Tenant and removable without materially injuring the Premises shall remain the property of Tenant.

12. Fire or Other Casualty. If the Premises should be damaged or destroyed by fire or other casualty so as to cause a material alteration in the character of the Premises and to prevent Tenant from using them in substantially the same manner theretofore used, either Landlord or Tenant may terminate this Lease upon giving notice to the other within fourteen (14) days after the casualty occurs. Should such termination occur on any day other than the last day of a monthly rental period, any unearned prepaid rental shall be refunded to Tenant.

If the Premises are materially damaged by fire or other casualty and neither party elects to terminate this Lease, or if the Premises should be damaged by fire or other casualty and still be fit for Tenant's continued use in substantially the same manner as theretofore used, then this Lease shall continue in effect and the Premises shall be restored by Landlord. If the event causing damage was not caused by the fault of Tenant, while such restoration is in progress, Tenant shall be entitled to a fair and appropriate abatement of the rental to be paid, said abatement to be based on the amount and value of the Premises used by Tenant. Should the damage necessitating such restoration occur on any day other than the last day of a monthly rental period, then the amount of prepaid rental to be refunded to Tenant shall be based on the amount and value of undamaged space used by Tenant during the remainder of said monthly rental period.

- 13. Surrender of Premises. At the expiration of the term of this Lease, Tenant shall peaceably yield up to Landlord the Premises and all erections and additions made thereto except as hereinbefore provided, in good repair in all respects, reasonable use, wear and tear and damage by fire or other casualty or by condemnation excepted.
- 14. Holding Over. Should Tenant hold over the term hereby created with the consent of Landlord, Tenant shall become a tenant from month to month at the monthly rental then payable hereunder and otherwise upon the covenants and conditions in this Lease contained, and shall continue to be such tenant until thirty (30) days after either party serves upon the other notice of intention to terminate such monthly tenancy. Should such termination occur on any day other than the last day of any rental period, any unearned prepaid

rent shall, immediately following surrender of the Premises to the Landlord, be refunded to Tenant.

- 15. <u>Use of Premises</u>. The Premises shall be used only for administrative offices for the Giles County Board of Education, including IT services and other related purposes including but not limited to, public meetings and gatherings. Tenant will not at any time use or occupy the Premises in violation of laws, ordinances, or regulations of any government or agency having jurisdiction or in violation of Landlord's insurance contracts.
- 16. <u>Insurance</u>. All property of any kind that may at any time be used, left or placed on the Premises during the term of this Lease shall be at the sole risk of the Tenant. Tenant shall carry contents coverage insurance on its contents.

To the extent not covered by insurance, Tenant will save, indemnify and hold Landlord free and harmless from any and all liability or any injury, loss, or damage to person or property arising out of any cause associated with its business or use of the Premises, including its omission to act.

Tenant agrees to provide public liability insurance naming Landlord as additional insured to protect Landlord from loss customarily covered by such insurance in at least the following amount:

\$2,000,000.00 - Combined Single Limit

Tenant will keep the improvements that are part of the Premises insured against damage by fire, with broad from all risk coverage, in an amount equal to at least 110% of the full replacement cost thereof. Such insurance shall be written in favor of Landlord, Tenant, and any mortgagee as their interests may appear with a company approved by Landlord. The policy shall provide that it will not be cancelled with ten (10) days' prior notice to Landlord and that no act or omission of Tenant will invalidate coverage as to Landlord.

- 17. Quiet Enjoyment. As long as Tenant is not in default hereunder, Landlord covenants that Tenant shall peaceably hold and enjoy the Premises, subject to the terms of this Lease. All entrances, exits, approaches and means of entrance and approach, and all access to light and air now enjoyed by the Premises, shall be and remain intact and uninterrupted by any act of Landlord during the term of this Lease.
- 18. <u>Eminent Domain</u>. If the whole of the Premises shall be taken or condemned by any competent authority for any public use or purpose or if such portion thereof shall be taken or condemned as shall materially change the character of the Premises so as to prevent Tenant from using them in substantially the same manner as theretofore used, the term hereby

granted shall cease on the day prior to the taking of possession by such authority or the day prior to vesting of title in such authority, whichever first occurs, and an appropriate pro rata portion of any rent paid in advance by Tenant shall be refunded.

If a portion of the Premises shall be condemned or taken, and if such taking does not result in a material alteration in the character of the Premises so as to prevent Tenant from using them in substantially the same manner as theretofore used, then this Lease shall continue in effect, and any damage to the Premises shall be repaired by Landlord. After the date Tenant is required to surrender possession of the portion taken, the rental payable hereunder shall be reduced in proportion to the decrease in the fair rental value of the Premises.

The entire award of damages or compensation for a taking of the Premises, whether such taking be in whole or in part, shall belong to and be the property of Landlord, except for such compensation as may be made for Tenant's moving or relocation expenses, and for the taking of Tenant's trade fixtures, which compensation shall belong to and be the property of Tenant.

If the Premises shall be taken or condemned by any governmental authority for temporary use or occupancy, this Lease shall continue in full force and effect without reduction or abatement of rent, and the rights of the parties shall be unaffected by the other provisions of this Section. In the event of such temporary taking the entire award of damages in respect of the Premises shall belong to Tenant and Landlord assigns Tenant any and all interest it may have in such award. To the extent Tenant is prevented by such temporary taking or occupancy from fulfilling its obligations hereunder, Tenant's failure to do so shall not be deemed a default under this Lease.

- 19. <u>Assignment and Subleasing</u>. The Tenant may not assign or encumber this Lease or sublet the Premises, either in whole or in part, without the prior written consent of Landlord. Consent to one assignment or subletting will not be deemed as consent to any other. In the event of any assignment or subletting, Tenant shall remain fully responsible under this Lease.
- 20. <u>Enforcement Expenses</u>. In the event it becomes necessary for either party under this Lease to employ an attorney to enforce compliance with any of the covenants or agreements herein contained, then the prevailing party to such dispute shall be entitled to recover from the other party its attorney's fees, costs and expenses incurred in relation to said enforcement.
- 21. Notice. Any notice required to be given hereunder shall be in writing and delivered personally or sent by e-mail to Landlord at: drackley@energize.net with copy to colby@baddourlaw.com (counsel for Landlord) and to Tenant at the then current address of the Giles County Director of Schools, with a copy to the then acting School Board Attorney, or to such other physical or email address as either party may hereafter give the other.

- 22. <u>No Waiver</u>. The subsequent acceptance of rent hereunder by Landlord shall not be deemed a waiver of any preceding breach of any obligation hereunder by Tenant other than the failure to pay the particular rental so accepted, and the waiver of any breach of any covenant or condition by Landlord shall not constitute a waiver of any other breach regardless of knowledge thereof.
- 23. Gender. Wherever appropriate herein, the words "Landlord" and "Tenant" and the pronouns referring thereto, shall be construed singular or plural, masculine, feminine or neuter as the facts warrant.
- 24. Broker. The parties represents and warrants that no broker was involved in negotiating or consummating this Lease. In the event any broker makes a claim for a commission as a result of the execution of this lease, the party whose agreement, communications and/or negotiations gave rise to such a claim shall indemnify and hold harmless the other party from and against any and all claims for brokerage commissions arising out of the consummation of this Lease.
- Either party hereto shall at any time and from time to time 25. Estoppel Letters. upon not less than ten (10) days prior written notice from the other execute, acknowledge and deliver to the requesting party a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), and the dates to which the rental and other charges are paid in advance, if any, and acknowledging that there are not, to the certifying party's knowledge, any uncured defaults on the part of the other party hereunder, and that no event has occurred that, by the giving of notice or the passage of time or both, would constitute a default, or specifying such defaults or events if they are claimed. Any such statement requested by either party may be relied upon by any prospective purchaser or encumbrancer of the Premises. Failure of a party to deliver such statement within such time shall be conclusive upon such party that this Lease is in full force and effect, without modification, except as may be represented by the requesting party, that there are no uncured defaults in the requesting party's performance, and that not more than two months rental has been paid in advance.
- 26. Option to Purchase/Right of First Refusal. Landlord agrees to enter into negotiations with Tenant relative to an option to purchase the entire property located at 100 Disk Drive, Pulaski Tennessee. In the event an agreement is reached, it will be memorialized by a separate agreement and signed by all parties hereto. Tennant shall have the right of first refusal to purchase the entire parcel at 100 Disk Drive (Map 097, Parcel 74.01, 5.4 acres) including, but not limited to Building B which is the subject of this lease agreement. If at any time during the initial or renewal term, Landlord shall receive a bona fide offer from a third person, including any current or future occupants of any portion of the above-described

property, Landlord shall promptly deliver to Tennant a copy of such offer, and Tennant shall have forty-five (45) days thereafter to elect to purchase the premises on the same terms as those outlined in any such offer received by the Landlord. If the Tenant elects not to purchase the property under the rights outlined herein, the lease, including any renewal term shall survive the purchase of the property by any third party.

- 27. Entire Agreement. The entire understanding between the parties is set out in this Lease, this Lease supersedes and voids all prior proposals, letters and agreements, oral or written, and no modification or alteration of this Lease shall be effective unless evidenced by an instrument in writing signed by both parties. The law of the State of Tennessee shall be applicable.
- 28. <u>Heirs, Successors, and Assigns</u>. All the terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.
- 29. <u>Memorandum Lease</u>. This Lease shall not be recorded, but, upon the request of either party, a short form lease will be executed and recorded.

SIGNATURES ON FOLLOWING PAGE REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

13.0% ·

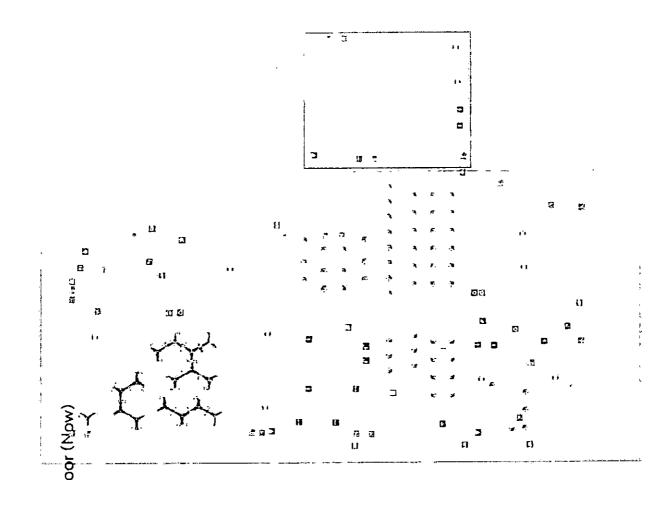
TESTIMONIUM

IN WITNESS WHEREOF, the parties hereto have set their respective hands to this instrument on the date set forth adjacent to their signature below, evidencing that they have read this document, understand its terms, and agree to be bound thereby.

LANDLORD:	⁵ dr ₂
RACKLEYFAMILY, LLC A TENNESSEE LIMITED LIABILITY COMPANY	
	Date:
Diane M. Rackley, Member	
TENANT:	
GILES COUNTY BOARD OF EDUCATION	
	Date:
Ву:	
Title:	

EXHIBIT A

100 B Disk Drive, Pulaski Tennessee, Building B, the same being outlined in Red below.



RESOLUTION OF THE GILES COUNTY BOARD OF COMMISSIONERS AUTHORIZING THE AMENDMENT OF THE 2024-2025 BUDGET 2024-60



COUNTY GENERAL FUND 101

JUNIT C	IEINEKAT LOIAD TOT		
		DR	CR
	Sheriff THSO Grant		
54110	187 Overtime		21,771.00
54110	201 Social Security		1,350:00
54110 ⁻	204 State Retirement		1,563.00
54110	212 Employer Medicare		316.00
54110	716 Law Enforcement Equipment		25,000.00
47250	Law Enforcement Grants	50,000.00	
	Jail HVAC		
54210	712 Heating & Air Conditioning Equipment	•	105,500.00
39000	Litigation Reserve	105,500.00	
	Custodial Substitute		
51800	.166 Custodial Personnel		2,700.00
51800	201 Social Security		168.00
51800	212 Employer Medicare		40.00
39000	Fund Balance	2,908.00	
	,	·	+
		158,408.00	158,408.00
1			
COUNTY	APITAL PROJECTS FUND 171		
	TDEC ARP Water Project	. *	
58834	321 Engineering Services		739,891.20
58834	707 Building Improvements		2,000,000.00
47404	American Rescue Plan Act Grant # 4	2,739,891.20	
		 	
		2,739,891.20	2,739,891.20
		*	
		•	
	· ,	County Executive	
	Attest:	•	
	County Clerk		
	Sponsor:		
	A was to the		
	Matt Rubelsky		

RESOLUTION OF THE GILES COUNTY BOARD OF COMMISSIONERS 2024-6/ AUTHORIZING THE AMENDMENT OF THE 2024-2025 BUDGET

DEGEIVED N 103 2024 Day

HIGHWAY FUND 131

•	• ,		DR	CR
	Administration			
61000	103 Assistants	4	,	497.00 [^]
61000	187 Overtime		•	1,097.00
61000	201 Social Security			1,037.00
	204 State Retirement		, .	114.00
61000	g · · · · ·			•
61000	212 Employer Medicare			3.00
	Highway Bridge Maintenance			,
62000	105 Supervisors		6,500.00	•
62000	144 Equipment Operators- Heavy	•	22,000.00	
62000	145 Equipment Operators- Light	*	1,500.00	
62000	147 Truck Drivers		15,000.00	
62000	149 Laborers		,	5,687.00
62000	187 Overtime			38,479.00
62000	207 Medical Insurance	• .	59,886.00	4
,		· *	·	
**	Operation & Maintenance of Equipment	.1		
63100	142 Mechanics			45,207.00
63100	187 Overtime		,	6,236.00
63100	201 Social Security			3,125.00
63100	204 State Retirement		-	3,694.00
63100	212 Employer Medicare		* *	731.00
	•		` *	
			104,886.00	104,886.00

County Executive

RESOLUTION NO. 2024-62

A RESOLUTION OF THE GILES COUNTY COMMISSION COMMITTING TO COURTHOUSE PHASE I SCOPE OF WORK



WHEREAS, the Commission – recognizing the investments of previous generations who have bequeathed to us a a community treasure – has been entrusted with the historical preservation of the Giles County Courthouse; and,

WHEREAS, the Commission is committed to prudent stewardship, desiring to make strategic, long-term Courthouse investments that will serve the citizenry for another century of service; and

WHEREAS, this Phase I Scope of Work is a crucial first step in executing this responsibility.

NOW, THEREFORE, BE IT RESOLVED BY THE GILES COUNTY COMMISSION.

SECTION 1: Per the 4 Sep 24 briefing and recommendations of our contracted professional services, the Commission concurs with the following Phase I Scope of Work:

- a) Structural Repairs
- b) Masonry Repairs

Tracy Wilburn, Sponsor

- c) Window Replacement
- d) Exterior Envelope Improvements
- e) Fire Alarm, Fire Suppression
- f) Secure Doors at Public Entrances

SECTION 2: The Commission commits to funding a Phase I construction budget of \$7.2 million. The County Executive and Finance Director are authorized to develop funding options for Commission consideration.

SECTION 3: The Commission authorizes the County Executive to proceed with completing drawings and specs for exterior repairs; proceed with preconstruction services to develop a Guaranteed Maximum Price; and proceed with Schematic Design for Mechanical/Electrical/Plumbing, Accessibility and Security, which will yield a preliminary Phase 2 Scope of Work and budget estimate.

SECTION 4: 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 21st day of October 2024.

G. S. Stowe, County Executive

ATTEST:

County Clerk

RESOLUTION NO. 2024-63



A RESOLUTION OF THE GILES COUNTY COMMISSION TO HAVE TENNESSEE DEPARTMENT OF HEALTH CONSTRUCT AN EMERGENCY PREPARDNESS STORAGE FACILITY ON COUNTY-CITY PROPERTY

WHEREAS, the Tennessee Department of Health (TDH) desires to site a drive-through Emergency Logistics Center in Giles County; and

WHEREAS, TDH's preferred site is owned jointly by the County and City of Pulaski, located at 2911 Minor Hill Highway, Map & Parcel number 107 06604; and

WHEREAS, TDH has grant funding available allowing them to commit to all necessary sitework and construction of a storage building; and

WHEREAS, TDH will be responsible for insuring the state-owned contents of said building; and

WHEREAS, upon completion of said building, Giles County will assume ownership and be responsible for facility maintenance, utilities, and insurance.

NOW, THEREFORE, BE IT RESOLVED BY THE GILES COUNTY COMMISSION:

SECTION 1: That the Giles County Commission approves TDH's project concept, concurs with Giles County serving as a mid-TN emergency preparedness distribution point, and agrees to use the above specified property as the site location.

SECTION 2: That the Commission will be consulted prior to project construction to address current unknowns, such as type of structure and estimates of recurring utility and insurance costs.

SECTION 3: 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 21st day of October 2024.

		G. S. Stowe, County Executive
ATTEST:	County Clerk	
Tracy Will	burn, Sponsor	

RESOLUTION NO. 24 64



RESOLUTION OF THE GOVERNING BODY OF GILES COUNTY, TENNESSEE NAMING A BRIDGE ON BLEDSOE RD OVER PIGEON ROOST CREEK BRIDGE NO # 280A1380001

CHARLES R. "RED" BREWER MEMORIAL BRIDGE

WHEREAS, The Governing Body of Giles County, Tennessee has the authority to honor individuals by establishing Memorial Markers on various occasions and a request has been made to honor a Giles County Citizen, Charles R. "Red" Brewer with a bridge named in his memory on Bledsoe Road over Pigeon Roost Creek;

WHEREAS, the Governing Body of Giles County, Tennessee desires to pass this resolution and to have a Memorial Marker placed at the site;

NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF GILES COUNTY, TENNESSEE AS FOLLOWS:

SECTION ONE: That the Giles County commission recognizes this honorary request, and will honor Charles R. "Red" Brewer with a bridge.

SECTION TWO: All orders and resolution in conflict herewith and the same are hereby repealed and this resolution shall take effect immediately upon its passage.

This resolution adopted this	day of 2024.
	County Executive
ATTEST:	SPONSERS:
County Court Clerk	Tim Risner

RESOLUTION NO. 2024- 65



RESOLUTION OF THE GOVERNING BODY OF GILES COUNTY TENNESSEE RELATIVE TO THE REIMBURSEMENT OF EMERGENCY MEDICAL TECHNICIAN FOR TRAINING

WHEREAS, the Giles County EMS is a department of Giles County, Tennessee; and

WHEREAS, the Governing Body of Giles County, Tennessee has approved to reimburse a full-time employee for successfully completing an Emergency Medical Technician Course accredited or recognized by the Division of Emergency Medical Services of the Tennessee Department of Health; and

WHEREAS, for the purposes of this resolution, Emergency Medical Technician shall include all levels of initial training associated with Emergency Medical Technician (Paramedic, Advanced EMT, Basic EMT, and EMR); and

WHEREAS, the maximum amount of reimbursement is to be determined by the EMS Chief by comparing the average costs of regional training programs. The reimbursement shall be distributed at the anniversary of certification in the amount equal to one-third of the total cost over a three-year period.

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

SECTION ONE: To be eligible for reimbursement, the employee must be a full-time employee who has met licensure requirements of an Emergency Medical Technician pursuant to T.C.A. Title 68, Chapter 140 of the Division of Emergency Medical Services of the Tennessee Department of Health.

SECTION TWO: All reimbursements shall be limited to only monies actually paid by the employee and shall not apply to monies or funds received by or through scholarship(s), grant(s), or other funding sources for the benefit of the employee, ex cept as the employee may be obligated to repay the same.

SECTION THREE: Employee must successfully complete an Emergency Medical Technician Course as defined above and is accredited or recognized by the Division of Emergency Medical Services of the Tennessee Department of Health.

SECTION FOUR: Employee must successfully complete an EMS Board approved Emergency Medical Technician level course and all license examinations.

SECTION FIVE: The maximum amount of reimbursement is to be determined by the EMS Chief by comparing the average costs of regional programs which will be distributed at the anniversary of certification in the amount equal to one-third of the total cost over a three-year period.

SECTION SIX: All orders and resolution in conflict herewith be and the same are hereby repealed and this resolution shall take effect immediately upon its passage.

This resolution adopte	ed thisday of, 2024.
Sponsor:	County Executive
Caleb Savage	
Attest:	
County Court Clerk	

Resolution 2024-66



RESOLUTION OF THE GILES COUNTY COMMISSION

REQUIRING FULL COMMISSION APPROVAL OF 171 CAPITAL EXPENDITURES

WHEREAS, the County Commission created the Fund Balance Policy and 171account as a savings mechanism for the county's capital projects; and

WHEREAS it has been the expectation of the citizens of Giles County and the commissioners themselves that the County Commission approves how tax dollars are spent.

NOW, THEREFORE, BE IT RESOLVED BY THE GILES COUNTY COMMISSION

day of

2024

- 1. That all expenditures of \$50,000 or greater from the 171 account be approved by simple majority of the full Commission.
- 2. 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.

	ims resolution adopted tims	day or, 2024.
		County Executive
Sponsor:		County Executive
Evan Baddour		
Attest:		
County Court Cl	erk	

This resolution adopted this