# TO THE HONORABLE MEMBERS OF THE BOARD OF COMMISSIONERS GILES COUNTY, TENNESSEE I HEREBY SUBMIT THE FOLLOWING REPORT September 15, 2025

Roll Call Court Open Prayer

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

Agenda Concurrence

Approval of Minutes of the August 18, 2025, Regular Session of the Giles County Legislative Body

**Public Comments** 

**EDC Report** 

**County Executive Report** 

**ELECTIONS** 

Chairman:
 Chairman Pro Tem:

Present Chairman is Graham Stowe Present Chairman Pro Tem is Erin Curry

3. Chaplain:

Present Chaplain is Roger Reedy

Notaries Public at Large

Re-election notaries: Donald Wayne Crawford, Janet L. Garner, Baylee Holt, Tina Thornton

New notaries: Megan Ayers, Michele Tompkins Goolsby, Jenifer R Hughes

Committee Assignments

Committees are: Audit, Budget, Building/Property, Emergency Services, Environmental, Highway, Insurance, Law Enforcement/Safety, Legislative, Public Service, and School

Election of Chairman, Vice Chairman, and Recording Secretary of Committees

1. <u>Beer Board</u>: Present members are: James Lathrop, David Adams, Brad Butler, Shelly Goolsby Four members: 2 year term, Districts 1, 3, 5, and 7

2. County Attorney

1 year term ending September, 2026

Present County Attorney is Chris Williams

3. County Financial Management Committee:

Members are: County Executive, appointed by statute; Vickie M. Beard, Director of Schools, appointed by statute; Gene Barnickle, Highway Commissioner, appointed by statute; Chairman of the Budget Committee by Rule of Court; and three individuals. Present individual members are: David Wamble, Tracy Wilburn, Matthew Hopkins

1 year term

4. Ethics & Title VI Committee: Appointees are: Evan Baddour, Rose Brown, Erin Curry, Jim Lathrop, Tony Risner Term of office is one year.

5. Veterans Service Officer

Present officer is Barry Alsup. Term of office is one year.

### REPORTS

- Giles County Finance Director for July, 2025, 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 #2, and other Capital Projects
- 2. Comptroller acknowledgment of receipt of a certified copy of the fiscal year 2026 Budget
- 3. Fiscal Strength and Efficient Government Fiscal Confirmation Letter/2025-2026 Three Star Program Requirements
- 4. County Executive September Report

## **CONTRACTS, AGREEMENTS, AND GRANTS**

- 1. Broadband Ready Grant for Library, Senior Center, and Chamber, 10/14/24 10/31/26
- 2. Health Dept. ARP Grant Amendment 2, Term: 01/13/2023 to 06/30/2026
- 3. AgriPark, Healthy Built Environment grant, Term: 09/01/2025 to 06/30/2027

### RESOLUTIONS

Amendments

2025-38 Authorizing the amendment of the 2025-2026 Budget, County General Fund 101, General Capital Projects Fund 171

2025-39 Authorizing the amendment of the 2025-2026 Budget, General Purpose School Fund 141

Resolutions

2025-40 To streamline the Legislative Body

**Unfinished Business** 

**New Business** 

Announcements

Respectfully submitted, this the 8th day of September, 2025.

Carol H Wade
Giles County Clerk

## **County Executive Monthly Report**

Initiatives, Agenda Outlook, Upcoming Business



**Date:** 15 Sep 2025

## 1. Highlights & Initiatives



- 1.1. Jessie Parker and I are working with the State Tourism Commission to investigate next steps toward enhancing tourism revenue. The state has offered assistance in helping us identify short-term rentals that should be taxed as commercial businesses.
- **1.2.** We were awarded an \$80K Healthy Built grant for the Agri Park, which will fund new ADA accessible playground equipment. We're in the early stages of grant administration. There is no grant match.
- **1.3.** Courthouse door renovations are nearly complete. This \$163K project was 100% grant funded.
- 1.4. At a recent SCTDD meeting, Giles County was highlighted as the #2 grant recipient of the 13 south-central counties, just behind Maury County. Giles County has received numerous grants over the last few years. This is great news, although it must be recognized that grants come with laborious administrative reporting requirements, particularly for cognizant Dept Heads and Finance Dept.
- 1.5. Presented proclamation; September is Suicide Prevention month.
- **1.6.** Hazardous Mitigation Plan final review was held on 28 Aug; document goes to TEMA for review before being finalized.

## 2. Agenda Items

- 2.1. Non Profits & Fund Balance: Our county is blessed to have tremendous nonprofits doing vital community work—their contributions are invaluable. At the same time, this year's budget required a \$1.9 million draw from reserves just to fund recurring operations, which is clearly unsustainable. While it is true that unspent funds return to Fund Balance each year, those amounts are shrinking as departments have avoided "padding" their budgets, and inflation has driven up costs across the board. First and foremost, taxpayer dollars must be committed to fund essential county services. I encourage the commission to weigh carefully how best to balance these competing priorities, recognizing that some constituents rely on nonprofit support while others expect safeguarding the county's financial health.
- 2.2. Commission Streamlining: A commission of 14 members would strengthen—not diminish—representation. Each district would elect two, rather than three, commissioners, still giving every voter a choice of whom to approach. With fewer members, every commissioner could serve on every committee, ensuring they are better informed, more accountable, and that committee decisions reflect the will of the full body. Work sessions would become manageable, with constructive discussion replacing overcrowded forums, and full Commission meetings would serve as focused decision points. A smaller body would be more nimble,

## **County Executive Monthly Report**

Initiatives, Agenda Outlook, Upcoming Business



responsive, and action-oriented—able to deliberate thoroughly while still reaching clear, timely decisions. Reducing the size from 21 to 14 is not about limiting representation; it is about making representation more effective. While tradition has its place, effectiveness sometimes requires adapting beyond past practice.

## 3. Challenges, Priorities, Upcoming Events

- **3.1.** After the Commission has elected its new Chair, I will provide assistance as necessary to ensure a smooth handoff of Chair duties.
- **3.2.** Awaiting updated OHM proposal on courthouse project; anticipate Oct building committee to weigh options, finalize decision, and identify funding.
- 3.3. The RPC continues to address public concerns regarding potential developments. The county faces ongoing challenges in enforcing its Subdivision Standards, particularly with developers who disregard compliance. While the community does not wish to see an overly bureaucratic enforcement structure, there remains a strong expectation for consistent and rigorous enforcement.
- 3.4. Next Water Alliance meeting is 22 September, 5pm at OEM. Chair: Erin Curry.

As always, I appreciate the Commission's engagement and support. Please feel free to contact my office with any questions or to discuss these matters further.

Respectfully,

G. S. Stowe

## TO THE BOARD OF COMMISSIONERS OF GILES COUNTY, TENNESSEE

## I HEREWITH SUBMIT TO YOU THE FINANCIAL CONDITION OF GILES COUNTY, TENNESSEE FOR THE MONTH ENDING JULY 2025



	BALANCE LAST				TRANSFE	R	
ACCOUNT	REPORT	RECEIPTS	DISBURSEMENTS	COMMISSION	DB	CR	BALANCE
GENERAL	10,369,500.60	747,558.88	2,334,025.49	4,657.93	_		8,778,376.06
DRUG	141,183.67	2,825.00	26,820.00				117,188.67
AMER RESCUE PLAN	-						
PROBATION FUND	27,664.22		•				27,664.22
HIGHWAY	2,651,711.85	280,608.43	352,968.43	2,802.70			2,576,549.15
SCHOOL	7,413,400.65	2,378,089.71	1,877,966.09	10,244.26			7,903,280.01
FEDERAL	525,620.99	204,616.44	46,688.28				683,549.15
FOOD SERVICE	1,068,919.26	451,284.48	45,583.51	_			1,474,620.23
DEBT SERVICE	922,645.21	32,202.86	-	322.03			954,526.04
CAPITAL PROJECTS	2,255,139.93	21,750.00	•				2,276,889.93
HWY CAPITAL PROJ	-						-
EDUC CAPITAL PROJ	191,229.74		•				191,229.74
EDUC CAPITAL #2	5,613,553.65	-					5,613,553.65
OTHER CAPITAL PROJ	3,900,462.61	132,759.86	<u> </u>	1,327.60			4,031,894.87
TOTALS	35,081,032.38	4,251,695.66	4,684,051.80	19,354.52	-		34,629,321.72

Respectfully submitted,

Beth Moore-Sumners, Finance Director

Polh Mace. Summers





JASON E. MUMPOWER

Comptroller

September 5, 2025

Honorable Graham Stowe, County Executive and Honorable Board of Commissioners Giles County 222 West Madison Street Pulaski, TN 38478-0678

Dear County Executive Stowe and Board of Commissioners:

This letter acknowledges receipt of a certified copy of the fiscal year 2026 budget.

We have reviewed the budget and have determined that projected revenues and other available funds are sufficient to meet anticipated expenditures. Our review of the budget is based solely on the information we have received. With regard to programs included in the budget such as education, roads, and corrections, we have not attempted to determine that the local government has complied with specific program statutes or guidelines, or with any financing requirements prescribed by any state or federal agency. Please note local officials are required to ensure the budget remains balanced throughout the fiscal year and that all maintenance of effort requirements are met — our office has not reviewed or approved any maintenance of effort programs in this budget. Budget amendments must be uploaded to our online portal for formal acknowledgement after they are approved by the local governing body: <a href="maintenance-of-budget-submission">maintenance-of-budget-submission</a>.

This letter constitutes approval, by this office, for the County's fiscal year 2026 budget as adopted by the County Commission.

## **Budget Considerations**

During our review of the budget we identified the following items for your attention.

## School Federal Projects Fund

We noted that the County's most recent audit has a finding because the School Federal Projects Fund ended the fiscal year with a cash overdraft. The cash overdraft resulted from the issuance of checks exceeding cash on deposit with the county trustee. Expenditures should only be made when there is

September 5, 2025 Giles County

cash available. Because there is often a delay in the receipt of grant reimbursements, the governing body needs to take steps to ensure this fund has cash available to make disbursements during the timeframe when the County is waiting for cash from federal grant reimbursements. Overseeing cash inflows and outflows is essential to cash management.

## American Rescue Plan Spending

The governing body budgeted the use American Rescue Plan (ARP) funds. This budget approval is not an approval for the planned use of the ARP funds and the governing body, with the assistance of its attorney, should determine that the planned use complies with Federal regulations concerning the use of ARP funds. ARP funds spent contrary to Federal regulations must be returned. ARP funds are non-recurring and should only be used for one-time expenses. When purchasing capital items, ongoing maintenance and operating expenses should be analyzed to show future demand on recurring revenues.

## Timely Adoption

Thank you for filing the budget with our office within 15 calendar days of adoption. We noted that the budget was adopted **July 29, 2025**. Next year's budget should be adopted prior to the beginning of the budget year for the County to be eligible to receive the annual budget certificate: tncot.cc/budgetcertificates.

If you should have questions or need assistance, please refer to our online resources or feel free to contact your financial analyst, Meghan Denson, at 615.747.5379 or <a href="mailto:Meghan.Denson@cot.tn.gov">Meghan.Denson@cot.tn.gov</a>.

Sincerely,

Sheila Reed, Director

Division of Local Government Finance

Theila A. Rud

Meghan Denson, Senior Analyst

Division of Local Government Finance

cc: Ms. Beth Moore-Sumners, Budget Director

SR:md

## Fiscal Strength and Efficient Government Fiscal Confirmation Letter 2025-2026 Three-Star Program Requirements

Date: 10 Sep 2025



This document confirms that Giles County has taken the following actions in accordance with the requirements of the Three-Star Program:

- The County Executive has reviewed with the county commission the county's debt management policy that is currently on file with the Comptroller of the Treasury Office. The purpose of this requirement is to ensure that local elected officials are aware and knowledgeable of the county's debt management policy.
- The County Executive and County Commission acknowledge that an annual cash flow forecast must be prepared and submitted to the Comptroller prior to the issuance of debt. The purpose of this requirement is to ensure elected officials are aware that prior to the issuance of debt, the county must go through the process of assessing the county's cash flow. This is done to evaluate the county's finances and confirm that sufficient revenues are available to cover additional debt service associated with the proposed Issuance of debt.
- The County Executive and County Commission acknowledge that all county offices are required to have documented system of internal controls (TCA Section 9-18-102).
- The County has a functioning Audit Committee that meets TN Comptrollers' standards and minutes from the County meeting are posted at gilescountytn.gov.

## **County Audit Committee**

This is an acknowledgment that the Audit Committee, meeting TN Comptroller Standards, met on 03 Feb 2025. A list of committee members and the meeting minutes are also required.

Minutes of this meeting and a list of members are documented on the county website.

Debt Management Policy

This is an acknowledgement that the Debt Management Policy of Giles County is on file with the Office of the Comptroller of the Treasury, is posted on the county website, and was reviewed with the members of the Giles County Commission present at the meeting held on the 5 Sep 2025.

Minutes of this meeting have been posted on the county website as documentation of this agenda item.

Annual Cash Flow Forecast

This is an acknowledgement that prior to the issuance of debt an annual cash flow forecast was prepared for the appropriate fund and submitted to the Comptroller's office and was reviewed with the members of the Giles County Commission.

✓ Not applicable.

## Confirmation of Documented Internal Controls Requirement

This is an acknowledgement that Giles County Commission understands that all county offices are required to develop a documented system of internal control for all offices, funds, and departments under the authority and administration of the elected officials of Giles County in compliance with Section 9-18-102 (a), Tennessee Code Annotated.

Acknowledged this 10th day of September 2025.

G. S. Stowe, Giles County Executive

John of Store





Econ & Community Dev 312 ROSA L PARKS AVE WM R SNODGRASS TN TOWER NASHVILLE TN 37243-0405 United States

Supplier: 0000004199 Giles County Giles County Trustee Courthouse PO Box 678 Pulaski TN 38478-0678

## **Purchase Order**

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	Dis	patch via P	rint
Purchase Order	Date	Revision	Page
33001-00000169	10/14/202	24	. 1
Payment Terms	Freight Terms	•	Ship Via
Net 30	FOB DESTINATION	•	BEST
Buyer	Phone/Ema	ail	Currency
Zane Davis			USD

Ship To: 0000018523

312 ROSA L. PARKS AVE

27TH FLOOR NASHVILLE TN 37243

United States

Attention: Not Specified

Bill To:

312 ROSA L PARKS AVE WM R SNODGRASS TN TOWER NASHVILLE TN 37243-0405

**United States** 

Tax Exempt? Y Tax Exempt ID: 62-6001445			t Option: Standard		
Line-Sch Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1 33023-69225 Broadband RC		1.00 DO	65,720.00	65,720.00	07/09/2025
		Schedule Total		65,720.00	
Contract ID: 0000000000000000000008226	33	Contract Line: 1	Category Line	e: 0 Release	e: 82
		Item Total		65,720.00	
		Total PO Amount		65,720.00	

**Authorized Signature** 



GOVERNMENTAL GRANT CONTRACT
(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their anents and instrumentalities)

agents and instrumentalities)									
Begin Date	•	End Da	te		Agency	Tr	acking #	-	Edison ID
Octo	ber 14, 2024	0	October 31, 2026		33023-69225		PO 16984,		
Grantee Legal Entity Name				<u>-</u> -			<u>-</u>		Edison Vendor ID
Giles County of Tennessee									4199
Subrecipie	nt or Recipient	Assistance Listing			Number:		21.027		
Subre	cipient 🔲 Rec	ipient	Grant	ee's Fiscal Y	ear End:		30-June		
Service Ca	ption (one line o	nly)		-					
ARP B	roadband Rea	dy Grant	Progra	am (ARPA-S	SLFRF)				
Funding —				1	. 1			1	
FY 2025	State	Federal \$65,72	20.00	<u>Interdepartr</u>	nentai	0	ther	TOT	AL Grant Contract Amount
2025		Ψ05,72	20.00						\$65,720.00
		_					_		· · · · · · · · · · · · · · · · · · ·
7074					.				
TOTAL:		\$65,7	20.00			_			\$65,720.00
	election Process	-						_	
Compe	etitive Selection	1	Gra	Grantees are selected based on the procedures outlined in the Delegated Grant Authority for this program.				outlined in the Delegated	
Non-co	ompetitive Sele	ction						-	
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.					CF	o us	E - GG		
Jessica L. Johnson/tc									
06/26/2025								,	
Speed Cha	peed Chart (optional)			·					

GC:10/14/2024

## **GRANT CONTRACT** BETWEEN THE STATE OF TENNESSEE. DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT AND **GILES COUNTY OF TENNESSEE**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Economic and Community Development, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Giles County of Tennessee, hereinafter referred to as the "Grantee," is for the provision of services relating to the TNECD Broadband Ready Communities - Adoption Ready Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4199

#### Α. 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.
- This Grant Contract is being executed in furtherance of the goals of the Broadband Ready A.2. Communities - Adoption Ready Program (the "Program") for the purpose of enhancing à 🐧 broadband access and adoption for those affected during the COVID-19 pandemic through planning, training opportunities, connected devices, and broadband-related educational or workforce development programming. As part of its application for funding under the Program, the Grantee has agreed to complete the activities selected below in this Section A.2 and further described in Attachment A (Detailed Scope of Services) (hereinafter, the "Project Activities").

	□ Digital Skills Training
	☑ Education and Workforce Development
	⊠ Equipment / Devices
	☐ Public Wi-Fi
	☐ Other
.3.	Reserved.

- A.
- A.4. Reserved.
- A.5. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment B, is incorporated in this Grant Contract.
- A.6. Statement of Assurances. The Grantee agrees to comply with the Capital Projects Funds (American Rescue Plan) Statement of Assurances, attached to this Grant Contract as Attachment C and incorporated herein by reference.

#### В. **TERM OF GRANT CONTRACT:**

- B.1. This Grant Contract shall be effective for the period beginning on October 14, 2024 ("Effective Date") and ending on October 31, 2026, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Federal Pre-award Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal pre-award authority. Federal pre-award authority is a system under which recipients of federal grant money may incur

certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be predicated wholly or in part on the State's exercise of federal pre-award authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:

- a. With regard to the Grantee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:
  - (1) Activities that are reasonably related to the Scope of Services;
  - (2) Activities in whose absence the Scope of Services could not be completed or performed; and
  - (3) Activities that meet the relevant federal agency's requirements for reimbursement under federal pre-award authority.
- b. The Grantee understands the federal pre-award authority system and its relation to this Grant Contract.
- c. Pre-award authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will the eligible for inclusion in a federally funded project.
- d. It is the Grantee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.
- e. To the extent that this Grant Contract is funded through federal pre-award authority, the State's obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:
  - (1) the Grantee fails to comply with the grantor federal agency's policies and regulations:
  - (2) the relevant federal agency fails or refuses to finalize a grant; or
  - (3) the relevant federal agency refuses to reimburse specific expenses incurred under pre-award authority.
- f. The start date of the State's federal pre-award authority is March 3, 2021.

## C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Sixty Five Thousand Seven Hundred Twenty Dollars and No Cents (\$65,720.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment D shall constitute 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. <u>Compensation Firm.</u> The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term 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:

## ECD.Invoices@tn.gov

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

- C.6. <u>Grant Budget and Revisions to Grant Budget Line-Items</u>. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget.
  - a. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amounts. The net result of any changes to Grant Budget line-item amounts shall not result in funding for a line-item that was previously funded at zero dollars (\$0.00) or increase the total Grant Contract amount detailed by the Grant Budget.
  - b. The Grantee may request in writing Grant Budget line-item revisions exceeding the limitation set forth in section C.6.a., above, giving full details supporting the Grantee's request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant Contract amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are detailed. Any approval of a revision to a Grant Budget line-item greater than twenty percent (20%) shall be superseded by a subsequent revision of the Grant Budget by Grant Contract amendment.
  - c. Any increase in the total Grant Contract amount shall require a Grant Contract Amendment.
- C.7. <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 Section C of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. <u>Cost Allocation</u>. 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 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. <u>Payment of Invoice</u>. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. 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 deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or any other contract 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 present 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 Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (said 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. <u>Termination for Convenience</u>. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision

as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the foregoing above, and in addition to the liability provisions of Section A.3. of this Grant Contract, the Grantee shall also be liable to the State for actual damages caused by any Breach Condition, and the State may seek all other remedies allowed at law or in equity for breach of this Grant Contract.

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- 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:

Taylre M. Beaty, State Broadband Director TNECD
Tennessee Tower, 27<sup>th</sup> Floor
312 Rosa L. Parks Ave.
Nashville, TN 37243
taylre.beaty@tn.gov
Telephone # (615) 741-1888

The Grantee:

Graham Stowe, County Mayor Giles County of Tennessee P.O. Box 678 Pulaski, TN 38478 gstowe@gilescountytn.gov Telephone # 931-379-2919

With a copy to (if applicable): Kayla Eubanks keubanks@sctdd.org

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 agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

### D.11. Reserved.

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.

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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 and its employees and all sub-grantees 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.

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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 five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any such 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 77.65 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. <u>Tennessee Department of Revenue Registration.</u> The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. <u>No Acquisition of Equipment or Motor Vehicles</u>. 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. <u>State and Federal Compliance</u>. 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: <a href="http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\_main\_02.tpl">http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\_main\_02.tpl</a>

- 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, and agreements between the parties, whether written or oral.
- D.31. <u>Severability</u>. 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;
  - 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. Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

- a. Reporting of Total Compensation of the Grantee's Executives.
  - (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
    - 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 <a href="http://www.sec.gov/answers/execomp.htm">http://www.sec.gov/answers/execomp.htm</a>.).

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

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10.000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: https://www.gsa.gov.

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

E.3. Conditional Award. The award of this grant is conditional based on the successful completion of the environmental review process. In accordance with 24 CFR Part 58, recipients, owners, developers, sponsors or any third-party partners cannot undertake any physical actions on a site, commit, expend, or enter into any legally binding agreements that constitute choice-limiting actions for any HUD or non-HUD funds before the environmental review process has been completed and, if required, the Grantee has received a Release of Funds from the State. Choice-limiting actions are defined by HUD as expenditure of funds or entrance into a legally binding agreement for property acquisition, demolition, movement, rehabilitation, conversion, repair, or construction. Any violation of this provision will result in the automatic denial of this funding request (or de-obligation of the CDBG funds, if already awarded).

The Grantee's failure to comply with the above requirements is a breach of this Grant Contract for which the State may terminate this Grant Contract for cause under Section D.4. above. 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.

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IN WITNESS WHEREOF,

GILES COUNTY OF TENNESSEE:

30 May 2025

GRANTEE SIGNATURE

GRAHAM STOWE, GILES COUNTY EXECUTIVE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

STATE OF TENNESSEE, DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT:

Stuart C McWhorter/sk Stuart C McWhorter/sk (Jun 25, 2025 11:23 CDT)

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06/25/2025

STUART C. MCWHORTER, COMMISSIONER

DATE

## ATTACHMENT A

PROJECT ACTIVITIES				
CATEGORY	DETAIL			
Digital Skills Training Education and Workforce Development Equipment / Devices	The Grantee shall purchase equipment/devices, provide digital skills trainings, and support local education and workforce development activities within Giles County. Services shall be located at local libraries, non-profit buildings, and senior centers.  Grant funds shall be used to procure seven (7) computers, two (2) tablets, privacy stations, fourteen (14) mobile hotspots, computer peripherals, and local print marketing.			

Federal Award Iden	tification Worksheet
Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	Giles County of Tennessee
Subrecipient's Unique Entity Identifier (SAM)	LGCMDD6KKBT8
Federal Award Identification Number (FAIN)	SLFRP5582
Federal award date	10/12/2021
Subaward Period of Performance Start and End Date	October 14, 2024 through October 31, 2026
Subaward Budget Period Start and End Date	October 14, 2024 through October 31, 2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	21.027
Grant contract's begin date	October 14, 2024
Grant-contract's end date	October 31, 2026
Amount of federal funds obligated by this grant contract	\$65,720.00
Total amount of federal funds obligated to the subrecipient	\$65,720.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$500,000,000.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Coronavirus State Local Fiscal Recovery Fund
Name of federal awarding agency	Department of Treasury
Name and contact information for the federal awarding official	Jacob Leibenluft, Chief Recovery Officer SLFRF@treasury.gov 844-529-9574 1111 20th St. NW Washington, D.C. 20526
Name of pass-through entity	Department of Economic and Community Development
Name and contact information for the pass- through entity awarding official	Taylre M. Beaty State Broadband Director Tennessee Tower, 27th Floor 312 Rosa L. Parks Ave. Nashville, TN 37243 taylre.beaty@tn.gov (615) 741-1888
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

## AMERICAN RESCUE PLAN GRANT STATEMENT OF ASSURANCES

The applicant hereby assures and certifies that:

- (a) Authority.
  - (1) It possesses legal authority to apply for the grant and to execute the proposed program.
  - (2) Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the applicant's chief executive officer to act in connection with the application and to provide such additional information as may be required.
- (b) Office of Management and Budget ("OMB") and Department of the Treasury.
  - (1) It will adhere to the principles and standards governing the application for, acceptance, and use of Federal funds under this document as set forth in the OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards codified at 2 CFR Part 200.
  - (2) It will comply with all requirements imposed by the State concerning special requirements of law, program requirements, and other administration requirements, approved in accordance with the OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
  - (3) It will comply with all requirements of the American Rescue Plan Act of 2021 including any guidance from the U.S. Department of the Treasury regarding the State and Local Fiscal Recovery Fund.
- (c) Labor and Employment.

It will comply with:

- (1) State laws and regulations regarding the administration and enforcement of labor standards including, but not limited to, the Tennessee Lawful Employment Act (See Tenn. Code Ann. § 50-1-707).
- (2) The provisions of the Davis-Bacon Act (40 U.S.C. §§ 3141–3148) with respect to prevailing wage rates (except for projects under the prescribed threshold);
- (3) Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. §§ 3701–3708) requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week;
- (4) Federal Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week;

- (5) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107 and 12086, and the regulations issued pursuant thereto (24 CFR § 1.4 and 41 CFR § 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts. Contractors and subcontractors of Federal and Federally assisted construction contracts shall take affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship; and
- (6) The non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR § 570.607, as revised by Executive Order 13279.

## (d) Non-Discrimination.

It will comply with:

- (1) Title VI of the Civil Rights Act of 1964, as amended (Pub. L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provisions of similar services or benefits;
- (2) Other applicable civil rights laws, including the Americans with Disabilities Act of 1990.

## (e) Conflicts and Kickbacks.

- (1) It will establish safeguards to prohibit employees, consultants, and elected officials from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- (2) It will comply with the Copeland Anti-Kickback Act of 1934 (18 U.S.C. § 874), and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 3, which outlaws and prescribes penalties for "kickbacks" of wages in Federally financed or assisted construction activities.
- (3) It will comply with the following provisions, which limit the political activity of employees: 18 U.S.C. §§ 594, 595, 598, 600, 601, 604, 605.

## (f) Byrd Anti-Lobbying Amendment.

It will comply with Section 319 of Public Law 101-121 found in the Federal Register Vol. 54 No. 243.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal 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 any 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.

- (2) If any funds other than Federal 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers, which exceed the dollar limits set forth in the Byrd amendment, (including subcontracts, subgrants, 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. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (h) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
  - (1) If applicable and as required by expending loan or grant funds to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses substantial or essential component of any system, or as a critical technology as part of any system. As described in Public equipment, is as follows;
  - (2) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (3) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (4) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (5) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## (i) Miscellaneous.

- (1) It will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract.
- (2) It will give the State, U.S. Department of the Treasury, and the Comptroller General, through any authorized representatives, access to and the right to examine all records, books, papers, or documents related to the grant.

- (3) It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117.1-1961, as modified (41 CFR Subt. C, Ch. 101, Subch. A, Pt. 101-8). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
- (4) It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purposes constructed.
- (5) It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms to the approved plans and specifications; that it will furnish progress reports and other such information as requested.
- (6) It will comply with guidance from the U.S. Department of Treasury and other Federal entities with oversight of the programs including the guidance included in the "Coronavirus State and Local Fiscal Recovery Funds Guidance on Recipient Compliance and Reporting Responsibilities <a href="https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf">https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf</a>.
- (7) It will assist TNECD with reporting required by the U.S. Department of Treasury or the Tennessee Department of Finance and Administration.

The applicant hereby certifies that it will comply with the above stated assurances.

/h	den Struc
Signature, Cl	hief Executive Officer
Graham S. Stowe	
Name (t	yped or printed)
County Executive	
County Executive	Title
25 June 2025	
	Date

	GF	RANT BUDGET				No. 100	n - (-)
GRANT CONTRACT #: GRANTEE:	Cilca County of Tonnasca						
GRANTEE: GRANTEE CONTACT: PROGRAM AREA:	Giles County of Tennesse Graham Stowe, gstowe@ ARP Broadband Ready	gilescountytn.gov	RPA-SI	_FRF)			
The Grant Budget line-i following period:	tem amounts below sha	all be applicable	only to	o expenses i	ncurre	d during the	
+ BE	GIN: October 14, 2024		END:	October 31,	2026		
EXPENSE OBJECT LII	NE-ITEM CATEGORY 1	GRANT CONTRACT	<b>T*</b>	GRANTI PARTICIPA		TOTAL PRO	JECT
Construction		\$	0.00	\$	0.00	\$	0.00
Architect Fees / Engineering	Fees	\$	0.00	<b>\$</b>	0.00	\$	0.00
Professional Fee, Grant, and	d Award <sup>2</sup>	\$	0.00	\$	0,00	\$	0.00
Supplies, Telephone, Posta Equipment Rental & Mainter Publications		\$62,00	00.00	\$	0.00	\$62,0	00.00
Grantee/Project Administrat	ion	\$3,72	20.00	\$	0.00	\$3,7	20.00
Capital Purchase <sup>2</sup>		\$	0.00	\$	0.00	\$	0,00
Other Non-Personnel <sup>2</sup>		\$	0,00	\$	0.00	\$	0.00
GRAND	TOTAL	\$65,7	20.00		0.00	\$65,	720,00

Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <a href="https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E">https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E</a>) and CPO Policy 2013-007 (posted online at <a href="https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html">https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html</a>).

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

## GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT, AND	AWARD,			AMOUN	T_8_5
N/A				\$	0.00
			TOTAL	\$	0.00
OTHER NON-PERSONNEL			**************************************	AMOUN	
				AMOUN	Т.
N/A		7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	********	<u>.</u>	т <u>.                                    </u>

CAPITAL PURCHASE		AMOUNT
N/A		\$ 0.00
	TOTAL	\$ 0.00

### AMENDMENT 2

## GILES COUNTY GOVERNMENT



This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" and Giles County Government, hereinafter referred to to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

Amendment Section(s) -

JOHN R. DUNN, DVM, PhD, EMBA

- 1. Grant Contract section C.1. Maximum Liability is deleted in its entirety and replaced with the following:
- C.1. Maximum Liability. In no event shall the maximum liability of the State under the Grant Contract exceed Five Hundred and Fifty Nine Thousand, Five Hundred and Seventy Nine Dollars (\$559,579.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment 3, shall constitute the maximum amount due the Grantee under the Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and in-direct costs incurred or to be incurred by the Grantee.
- 2. Grant Contract Attachment 1 is deleted in its entirety and replaced with the new attachment 1 attached hereto.
- 3. Grant Contract Attachment 2 is deleted in its entirety and replaced with the new attachment 2 attached hereto.
- 4. Grant Contract Attachment 3 is deleted in its entirety and replaced with the new attachment 3 attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said 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).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,	
Giles County Government:	
Traken of Stone	24 July 2025
GRANTEE SIGNATURE	DATE
GRAHAM STOWE, COUNTY MAYOR	
PRINTED NAME AND TITLE OF GRANTEE	SIGNATORY (above)
Department of Health:	
JOHN R DUNN/JW John R Dunn/jw (Aug 7, 2025 09:46:25 CDT)	08/07/2025

DATE



**TENNESSEE** 

P: (931) 363-5300 F: (931) 363-2068 gstowe@gilescountytn.gov

Giles County Annex P.O.Box 678 Pulaski, Tennessee 38478

July 18, 2025

Ami Mitchell, Regional Director South Central Regional Office 1216 Trotwood Ave. Columbia, TN 38401

Miss Mitchell,

Please accept this letter as a request for the ARP funding to renovate the Giles County Health Department. Giles County is designated to receive \$383,200 in ARP funding for facilities improvement. This grant contract is designated at \$510,900 with Grantee participation of \$127,700. Giles County is dedicated to follow all policies and procedures set forth by the State of TN with the contracting agency facilitating.

Our new request entails the state designate \$559,579 to the same grantee match of \$127,700 for a new total of \$687,279.

The following plans are in place for improvements/construction:

- Replace roof
- Replace all outdated HVAC unit/thermostats, add air filtration to the HVAC systems, revise ductwork for proper air flow
- · Install new gutters/guards if applicable
- Add awning above doors and add 4 ft entry sidewalk
- Replace the cabinetry and countertops
- Construct new front office for clerical supervisor
- Remove barrier walls at the front check-in desk
- Repair drywall where needed
- Replace broken doors, repair/add key carb access
- Replace all toilets and add vanities to restrooms
- · Remove old chair rail and update
- Install fencing around the back of the building

We appreciate the opportunity to receive these funds as this will allow Giles County Health Department to provide care for our patients by protecting, promoting, and improving the health and prosperity of the people of Giles and surrounding counties.

If you need any further information, please feel free to call me.

Sincerely,

Graham Stowe Giles County Mayor

## Federal Award Identification Worksheet

-	•		
Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM)	GILES, COUNTY OF		
Subrecipient's Unique Entity Identifier (\$AM)	LGCMDD6KKBT8		
Federal Award Identification Number (FAIN)	SLFRP5534		
Federal award date	March 3, 2021		
Subaward Period of Performance Start and End Date	March 3, 2021 - December 31, 2026		
Subaward Budget Period Start and End Date	March 3, 2021 – December 31, 2026		
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	21.027 - Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)		
Grant contract's begin date	January 13, 2023		
Grant contract's end date	June 30, 2026		
Amount of federal funds obligated by this grant contract	\$559,579.00		
Total amount of federal funds obligated to the subrecipient	\$559,579.00		
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$711,897,713.00		
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Local Health Department Capital Investment Program – IT requests including phone system upgrades and electronic signage, and statewide needs.		
Name of federal awarding agency	US Treasury		
Name and contact information for the federal awarding official	Katharine Richards, Director, Coronavirus State and Local Fiscal Recovery Funds, Office of Recovery Programs, Department of the Treasury, (844) 529–9527		
Name of pass-through entity	Tennessee Department of Health		
Name and contact information for the pass- through entity awarding official	Josh Gipson, <u>Josh.Gipson@tn.gov</u> 615.864.4744		
Is the federal award for research and development?	No		
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	5 Percent (5%)		

## **ATTACHMENT 3**

## **GRANT BUDGET**

(BUDGET PAGE 1)

GILES CO	DUNTY GOVERNMENT	<del> </del>	· · ·	
APPLICAI beginning	BLE PERIOD: The grant budget line-item amounts by January 13, 2023, and ending June 30 2026.	elow shall be applicable or	nly to expense incurred d	luring the period
POLICY 03 - Object Line-Item - Reference	EXPENSE OBJECT LINE-ITEM CATEGORY 1 (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries <sup>2</sup>	\$0.00	\$0.00	\$0.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	- \$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	~ \$0.00
9 .	Equipment Rental & Maintenance	\$0.00	\$0:00	- \$0,00
10	Printing & Publications	\$0.00	\$0.00	, , \$0.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$0.00	\$0.00	\$0.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
-17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel 2	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$559,579.00	\$127,700.00	\$687,279.00
<b>22</b> :	Indirect Cost (% and method)	\$0.00	\$0.00	\$0.00
24'	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$559,579.00	\$127,700.00	\$687,279.00

Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: https://www.tn.gov/content/dam/tn/finance/documents/fa\_policies/policy3.pdf).

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

# ATTACHMENT 3 (continued) GRANT BUDGET LINE-ITEM DETAIL (BUDGET PAGE 2)

<u></u>	*
SALARIES	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT   x   x   +   (Longetivity, if applicable)	\$0.00
ROUNDED TOTAL	- \$0.00
	The second secon
PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	\$0.00
. ROUNDED TOTAL	,\$0.00
	ab ea =
TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	\$0.00
ROUNDED TOTAL	\$0.00
	20
INTEREST	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	\$0.00
ROUNDED TOTAL	\$0.00
	A 1 679
SPECIFIC ASSISTANCE TO INDIVIDUALS	'AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	\$0.00
ROUNDED TOTAL	\$0.00
DEPRECIATION ,	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	\$0.00
ROUNDED TOTAL	\$0.00
OTHER NON-PERSONNEL	AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	\$0.00
ROUNDED TOTAL	\$0.00
CAPITAL PURCHASE	AMOUNT
IT REQUESTS INCLUDING ELECTRONIC SIGNAGE AND PHONE SYSTEM UPGRADES	\$60,900.00
STATEWIDE NEEDS	\$626,379.00
ROUNDED TOTAL	\$687,279.00



AGRICULTURA AGRICU		ursement	grant co	ontrac			ONTRAC or Tennessee		governmental entity or their
Begin Date End Date		End Dat	te			Agency Tracking #			Edison ID
Septe	ember 1, 2025	1	June	30, 2	027	027 34360-14126			
Grantee L	egal Entity Name								Edison Vendor ID
Giles	County								4197
Subrecipi	ent or Recipient		Assist	ance l	isting	Numbe	T		
☐ s	ubrecipient	-					_		
⊠ R	ecipient		Grante	e's fis	cal ye	ar end	June 30th		
Service C	aption (one line o	nly)							
Healtl	ny Built Environ	nents							
Funding -			ı			_		1	
FY	State	Federal		intere i	departi	nenta	Other	тот	AL Grant Contract Amount
2026	\$80,000								\$80,000
2027	\$0								. \$0
						-			
						-			
-	-								
TOTAL:	\$80,000				-				\$80,000
		_						<b></b>	
Grantee S	Selection Process	Summary	,						
· 1			r Appli	cation (F	RFA) #34301-176	26 wa	is completed.		
Non-	competitive Sele	ction	1						
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pother obligations.					C	PO US	SE - GG		
Eric Bucholz									
Speed Ch	art (optional) HL00012191	Accoun	t Code		nal) 2000				

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Giles County, hereinafter referred to as the "Grantee," is for the provision of Healthy Built Environments, 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. Service Goal. Promote health equity and community resilience by supporting local governments, not-for-profit and non-governmental organizations who are engaged as partners with local communities to plan, develop, implement and assess sustainable plans and projects that increase access to safe, tobacco-free, and publicly accessible places, offering opportunities for physical activity for a diverse group of users, including those who live, visit, work, play, worship, and learn in the community.
- A.3. Service Recipients. Those who live, visit, work, play, worship, and learn in the communities.
- A.4. <u>Service Description</u>. The Grantee shall provide services, with measurable outcomes, as specified in its approved application. The Grantee shall:
  - a. Establish and support internal and external mechanisms for collaboration and shared decision-making;
  - b. Promote health in all policies through built environment initiatives;
  - c. Remove barriers to access and increase opportunities for physical activity by planning for and providing publicly accessible facilities such as parks, greenways, walking tracks, sidewalks, and bikeways for transportation; additionally, address transportation barriers which limit access to healthy foods and health and wellness services;
  - d. Identify and leverage opportunities to incorporate healthier design into planning of programs and infrastructure;
  - e. Expand and share resources to support local communities and diverse populations;
  - f. Build relationships by working with and for local communities; and
  - g. Engage individuals and/or partners with communications expertise to increase awareness of needs, resources, successes, and impact.
- A.5. <u>Service Reporting</u>. The Grantee must submit and/or participate in the following:
  - a. An evaluation and grant management webinar with the State. This will be completed before the end of the first 60 days of the contract term. The grantee must submit an updated work and evaluation plan to the state within 30 days of completing the webinar.

- b. A quarterly written progress report that updates the State on progress of the project as detailed in D.17. An online template to meet this requirement will be provided by the State. The grantee shall include an updated Work and Evaluation Plan and pictures as necessary with these reports on the template that the State provides. Quarterly reports shall be due within 30 days at the conclusion of each three-month quarter.
- c. Disbursement Reconciliation and Close Out Report. These are outlined in section C.6.

  These should be submitted in accordance with the guidance in C.6. They should also be attached with the online quarterly report described in A.5.b.
- d. A final report with an evaluation. This shall be due within 60 days after the end of the grant contract term and shall follow the guidelines of the work and evaluation plan made concluding the webinar described in A.5.a
- e. Site visits. The Grantee will allow and participate in site visits from the State as requested.
- f. Final versions of work products at various stages of product implementation as requested by the State. This could include:
  - Agendas and minutes from stakeholder meetings;
  - ii. Community questionnaires/surveys;
  - iii. Needs assessment (walking audits, greenspace analysis, etc.);
  - iv. Requests for bids and executed agreements with service providers; and
  - v. Preliminary and final designs, plans, building specifications, and healthy impact assessments.
- A.6. Incarcerated Individual Participation. If a Grantee intends to include incarcerated individuals in any project, the Grantee shall put in place reasonable and necessary safety precautions, including, but not limited to, assurance that no minors or other at-risk population is accessible to the participating incarcerated individuals during the subject project.
- A.7. Incorporation of Additional Documents

  Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
  - a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);
  - b. the State grant proposal solicitation as may be amended, if any;
  - c. the Grantee's proposal (Attachment 1) incorporated to elaborate supplementary scope of services specifications.
- A.8. In the event that the Grantee is subject to an audit in accordance with Section D.19. hereunder, the Grantee shall log in to their account on the Edison Supplier Portal to complete the Information for Audit Purposes (IAP) and End of Fiscal Year (EOFY) eForms.
- A.9. No funds awarded under this Grant Contract shall be used for lobbying federal, state, or local officials.
- B. TERM OF CONTRACT:

This Grant Contract shall be effective on September 1, 2025 ("Effective Date") and extend for a period of twenty-two (22) 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 eighty thousand dollars (\$80,000) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 2 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices (Attachment 3) 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:

Shannon Velasquez, Built Environment Coordinator Department of Health Andrew Johnson Tower, 5th Floor 710 James Robertson Pkwy. Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - (1) Invoice/Reference Number (assigned by the Grantee).
  - (2) Invoice Date.
  - (3) Invoice Period (to which the reimbursement request is applicable).
  - (4) Grant Contract Number (assigned by the State).
  - (5) Grantor: Department of Health, Office of Primary Prevention.
  - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
  - (7) Grantee Name.
  - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
  - (9) Grantee Remittance Address.
  - (10) Grantee Contact for Invoice Questions (name, phone, or fax).
  - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
- ii. The amount reimbursed by Grant Budget line-item to date.
- iii. The total amount reimbursed under the Grant Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
  - (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
  - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
  - An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
  - (4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee splan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.
- C.6. <u>Budget Line-items</u>. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. <u>Disbursement Reconciliation and Close Out</u>. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of the quarter and a final invoice and final grant disbursement reconciliation report within forty-five (45) days of the Grant Contract end date, in form and substance acceptable to the State (Attachment 4).
  - 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:

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D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and

- regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. <u>Termination for Convenience</u>. 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:

John Vick, Director
Department of Health, Office of Primary Prevention
Andrew Johnson Tower, 5<sup>th</sup> Floor
710 James Robertson Parkway
Nashville, TN 37243
John.vick@tn.gov
Telephone # (615) 253-4665

The Grantee:

Graham Stowe, County Executive Giles County PO Box 678 Pulaski, TN 38478 gstowe@gilescountytn.gov Telephone # 931-363-5300

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

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

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. <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 5 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, workground plans of other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may. upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. <u>State and Federal Compliance</u>. 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: <a href="http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200">http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200</a> 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:
  - 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 the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. 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 under state or federal law or otherwise authorized in writing by the State. Grantee shall take all

necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

As long as the Grantee maintains State Confidential Information, the obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. State Sponsored Insurance Plan Enrollment. 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. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, et seq., shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E. 4. <u>Healthy Eating Requirements.</u> Grant recipients who purchase or serve snacks or meals in conjunction with their performance under this Grant Contract shall provide only healthy foods. No high sugar beverage shall be served at any time. Fruits and vegetables shall be given preference in menu selections.

IN WITNESS WHEREOF,	
GILES COUNTY:	
<u> </u>	28 Aug 2025
GRANTEE SIGNATURE	DATE
Graham S. Stowe, Giles County Executive	•
PRINTED NAME AND TITLE OF GRANTEE	SIGNATORY (above)
DEPARTMENT OF HEALTH:	
DR. JOHN R. DUNN, INTERIM COMMISSIO	DNFR DATE
- Dr. John R. Bumir. In I Ekilyi Gulyiyii aali	.1N C

### 2025 Healthy Built Environment Application

Response ID:73 Data

1. APPLICANT INFORMATION	
Applicant Name (name of the organization, non-profit Giles County	, etc. NOT the name of an individual person.)
2. Which county will the project take place in? Giles	
Descriptive Project Title (10 words or less)     Giles County Agri-Park Playground Project	e transport to the control of the co
4. Contact Person Name Graham Stowe	
5. Contact person email address gstowe@gilescountytn.gov	
6. Re-confirm Email Address gstowe@gilescountytn.gov	
7. Contact person phone number 931-363-5300	
8. Please upload the completed Competitive Requirement COMPETITIVE_REQUIREMENTS_Giles_(signed).pdf	nts form.
2. PROJECT INFORMATION	
9. Which phase will be the focus of the project Phase B: Infrastructure Design/Construction (maximum \$	80,000, must be completed within 24 months)
10. How much money in total do you intend to ask for? 80,000.00	(maximum \$80,000)
11. Please provide the address where the project will ta in the area that the plan will be for. 2014 Elkton Pike, Pulaski, TN 38478	ke place. If this is a planning project, please use a central address
12.  Project Abstract and Problem Statement - 15  (400 word-limit) - Briefly explain what health proposed built environment project will mee the SVI Map is included in the focus communication.	Points Maximum need has been defined in the community and how the that need. Be sure that a hi-lighted census tract on nity population that will directly benefit from the
project.	

Giles County, located in southern middle-Tennessee, currently has a population of 30,442. According to countyhealthrankings.org only 37% of residents in Giles County have access to parks and greenways, compared to 67% of residents across Tennessee. Giles County proposes to utilize Healthy Built Environment Funds to purchase and install an ADA-accessible playground at the Giles County Agricultural Park. Currently, the Giles County Agricultural Park doesn't have any playground facilities on site for children to utilize, nor are there any playgrounds in that area of the county.

Giles County has a 44.5% youth obesity rate, slightly over Tennessee's youth obesity rate of 40.2% (both stats from thi.gov) and well over the United States youth obesity rate of 19.7% (cdc.gov). The youth obesity rate has risen year over year indicating just how crucial it is to get young children playing outside. Giles County is making efforts to establish parks and recreation opportunities throughout the county to support active and healthy lifestyles for their residents.

The most recent data from Tennessee indicates that 37.8% of Giles County residents are low to moderate income. Financial limitations may not allow families to provide sufficient recreational activities for their children; therefore, it is crucial for Giles County to invest in playground structures and provide equal access to recreational facilities for all community members. The Agri-Park is a community hub; however, the only park feature for recreation is a walking track which Giles County residents visit daily. This is a missed opportunity for a park that draws over 55,000 visitors each year. Installing a playground next to the walking track will provide an opportunity for the entire family to get outside and exercise together. By going a step further and providing ADA-accessible playground equipment, Giles County will be providing a much-needed resource for children with disabilities who are currently underserved in the county.

13.

#### Project Narrative - 25 Points Maximum

(750 word-limit) - Provide a project narrative detailing how the work will achieve the goal(s) and objectives while collaborating with partners and engaging the community. If prior community engagement has taken place, please share the results of that process. If the project includes construction, please indicate how it will be ensured that the project follows appropriate regulations. For construction projects, please also explain how the design will make efforts to (1) preserve or expand tree canopy and (2) minimize the structure's carbon footprint as applicable.

Giles County proposes to utilize Healthy Built Environment Funds to establish an accessible playground at the Giles County Agricultural Park, conveniently located along Highway 31 at 2014 Elkton Pike in Pulaski, so that all children can have access to a safe place for exercise within the county.

The Giles County Agri-Park is a 40+ acres multi-use park that is a well-used staple within the community making it the perfect place to install an accessible playground. The park's existing facilities include a livestock barn, a community building with a kitchen, multiple arenas, and public restrooms. The park hosts several community events each year including the Giles County Fair, the Southern Lawn & Garden Show, Here's the Beef Festival, 4-H Livestock Shows, and much more that attract over 55,000 visitors each year. Although the Agri-Park offers many great amenities to the community, Giles County recognizes the need to provide a safe area for children to be physically active within the park.

In 2020, Giles County added a 750'paved walking track for recreation, but currently there is no playground equipment for youth to play, exercise, and socialize on within the park. The walking track is located in the north-west corner of the park. The area is partially wooded with trees providing ample shad and several benches are available throughout the area for people to gather. A site has been selected by the walking track in a clearing of trees to ensure that no trees will have to be removed for the construction of the playground. Placing the playground equipment near the existing walking track will provide an opportunity for both adults and children to get active simultaneously which will improve health outcomes for everyone. Parents can walk or run on the track while their children play on the adjacent playground which will hopefully set the foundation for a healthy lifestyle. The proposed playground project will include equipment that is tailored to children ages 2-12 years old. Additionally, the playground structure will be designed to accommodate children with disabilities so that all individuals will be able to enjoy the new facilities. Providing access to an accessible playground area within a park that is already well established in the community will be a huge benefit to Giles County and could help improve mental health and lower childhood obesity rates.

Giles County Commissioners, County Executive Graham Stowe, and the Agri-Park Board of Directors, which includes members from the Pulaski Lions Club, Rotary Club of Pulaski, Pulaski Civitan, and Giles County Cattlemen's Association, meet regularly to discuss improvements for the Agri-Park. They have discussed the need for playground equipment at the park for years to shift

the focus of the Agri-Park to recreational activities. In 2020, following extensive discussions within the community, Giles County

engaged ASA Engineering and Consulting, Inc to develop the Giles County Agri-Park Master Plan. This plan details the existing park and recreational facilities, schematic drawings of proposed infrastructure improvements, and funding opportunities to put the plan into action. The need to build a playground within the park is a top priority item in the Giles County Agri-Park Master Plan, as the Agri-Park is the only park that serves rural residents in the county. Since developing their Master Plan in 2020 Giles County has applied for multiple-grants in an attempt to build this playground With limited funding sources available to the county, grant funds are necessary to see this plan fully come to fruition. Giles County believes that investing in accessible playground equipment at the park will benefit all community members and is much needed to encourage healthy activities among residents.

Giles County anticipates the project to be completed within one year. The estimated project timeline is outlined below:

- Finalize Budget and Design: September 2025 November 2025
- Secure Bids and Order Playground: December 2025 January 2026
- Prepare Site/Surface Leveling: February 2026 March 2026
- Delivery and Installation: April 2026
- · Grand Opening: May 2026

14.

#### Project Management and Sustainment - 10 Points Maximum

(500 word-limit) Please provide a narrative describing the applicant's qualifications and ability to manage the project successfully. Please also include plans for stability and maintenance in the future.

Giles County is very motivated to build an accessible playground within the Agri-Park for residents to enjoy and definitely has the capacity to complete the project. The Giles County Commission met several times with the Agri-Park Board of Directors to discuss how to better utilize the 40+ acres that make up the park and in 2020, following considerable discussions within the community, the Giles County Agri-Park Master Plan was developed, providing a detailed vision for the future of the park. A walking trail, which has already been developed, and a playground were the top two items listed in the master plan.

Giles County has extensive experience managing state and federal funded projects and would be able to successfully complete this project within the allotted 2-year time frame. They are currently managing over \$5,200,000 in grant funded projects across the county; including an American Rescue Plan Grant for water loss reduction, a Connected Community Facilities Grant to renovate and expand their public library, and Community Development Block Grant that is funding projects related to food insecurity. If awarded, the grant funding will flow through the Giles County Finance Department and will also be overseen by the Giles County Executive Office. The South Central TN Development District, which was established in 1972 and serves 13 counties and 35 municipal governments across Southern Middle Tennessee, will assist with implementing the grant and keeping everyone in compliance.

Employees from the Giles County Highway Department will assist with site preparation and ground leveling to prepare an area for the new playground equipment. Their services will be funded by Giles County, separate from the grant budget. The Agri-Park Board of Directors and community volunteers, will supervise the assembly and installation of the equipment. In addition to ensuring the project is completed efficiently and on schedule, they will help raise community awareness about the new facilities. The Giles County Agri-Park is a public county-owned park, managed by a non-profit board. The civics clubs chartered to serve on the Agri-Park Board of Directors include the Cattleman's Association, the Civitan Club, the Lion's Club, and Rotary Club. The current board members are Matt Rubelsky, Joyce Woodard, Rose Brown, Terry Jones, Tim Risner, George Whitt, Jerry Farmer, Pat Ford, and Benny Birdsong. Ongoing maintenance of the 40-acre park, such as mowing and upkeep is managed by the board. Once they playground is constructed, they will oversee ongoing maintenance of those facilities as well.

#### 15. Evaluation (500 words max)

Describe how you will evaluate the impact of this project.

Include your plan to disseminate findings.

Ensure this narrative compliments your work and evaluation plan.

Giles County proposes to utilize Healthy Built Environment Funds to purchase and install ADA-compliant playground equipment at the Giles County Agricultural Park. The park attracts thousands of visitors each year who attend festivals and other events that are hosted at the park. Although the Agri-Park is home to a paved walking track, there is currently no playground equipment for youth to play, exercise, and socialize on at the park. Giles County anticipates using the entire \$80,000 to purchase and install a playground structure designed to accommodate children with disabilities so that all individuals will be able to enjoy the new

facilities.

Giles County is hoping to achieve three main goals with this project:

- 1) Provide a safe place for children to play and exercise in an area of the county not currently serviced;
- 2) Increase the number of visitors to the Giles County Agri-Park outside of organized festivals and events; and
- 3) Provide children with disabilities an opportunity for social inclusion.

Once the playground has been constructed. Giles County will work with community partners, such as the Giles County Chamber of Commerce and Tourism Department, to launch marketing efforts geared to raising community awareness of the new accessible playground facilities. A grand opening event will also be planned to celebrate the completion of the project. Once the project has been successfully completed, they will use observation methods, and after 6-months conduct a community survey, to track the number of children, families, and children with disabilities visiting the playground. Evaluation results will be used to determine the success of the new playground facilities within the Giles County Agri-Park. If the playground is not being utilized enough, Giles County with support of local community organizations, will increase marketing efforts to ensure that residents are aware of the new inclusive playground.

16.

#### **Budget Narrative** – 10 Points Maximum

(500 word-limit) – Please provide a written budget narrative describing anticipated revenue and expenses, additional grant funding, and other sources (including in-kind, if applicable). Include how the rest of the grant project will be funded if this grant is only providing a portion of the costs. If the applicant has received other State funds for the project, please give a brief history.

Giles County would like to install an ADA-accessible playground at the Giles County Agricultural Park with the help of Healthy Built Environment Funds to provide a safe place for all children to exercise within the county. Placing the playground equipment near the existing walking track will provide an opportunity for both adults and children to get active simultaneously which will improve health outcomes for everyone. Parents can walk or run on the track while their children play on the adjacent playground which will hopefully set the foundation for a healthy lifestyle. Giles County is requesting \$80,000 in Healthy Built Environment Grant funds to purchase and install accessible playground equipment to ensure they provide the best playground facility possible for their residents.

Giles County has received a few preliminary designs and quotes, but plan to work with community partners before selecting a final design and have allowed ample time for that in their project timeline. Based on initial quotes, they expect to spend \$57,067 on playground equipment and \$5,800 on surfacing materials, including landscape fabric, mulch, and borders. Freight and installation rates varied depending on the vendor, but they anticipate spending \$2,500 and \$15,000, respectfully. To demonstrate their commitment and investment in this project, Giles County and several community clubs will contribute significant in-kind support through site preparation efforts. The Giles County Highway Department will assist with grading and ensuring the site is ready for installation. In addition, several local civic organizations—including the Civitan Club, Cattlemen's Association, Rotary Club, and Lions Club—have pledged volunteer labor to support various aspects of the project. This collaborative approach not only reduces overall costs but reflects strong community ownership and engagement in making this ADA-compliant playground a reality. The Giles County Agriculture Park operates on an annual budget of \$64,816, which sufficiently covers current maintenance and operational needs. The addition of a new playground is not expected to increase these annual expenses, as the equipment selected will be low-maintenance and durable.

17. Please upload the completed budget spreadsheet using Attachment 2 Excel Worksheet that can be downloaded on the TDH Funding Opportunities Page under this RFA (https://www.tn.gov/health/funding-opportunities.html). This is not scored individually but should complement your budget narrative above.

Giles\_County\_HBE\_Budget.xlsx

18.

Work and Evaluation Plan - 25 Points Maximum

Please thoroughly complete all sections (all four pages) of the Work and Evaluation plan attachment (Exhibit 1).

The template can be downloaded from the TDH Funding Opportunities Page under this RFA posting

(https://www.tn.gov/health/funding-opportunities.html). WorkandEvaluationPlans_Giles.pdf
19.  Additional Attachments – 15 Points Maximum  (10 page limit, submitted as single PDF) Supplemental attachments may be submitted to enhance the other sections of this application. These attachments can include:
Letters of Support and Letters of Commitment; Pictures;
Maps; Convening meeting minutes; and Community survey results.
Giles_CoHBE_2025_Attachments.pdf
20. Have you reviewed the sample contract included with the RFA with legal counsel? Yes
21. Are there any terms or conditions in the sample contract the organization cannot accept?  No
Please list any terms or conditions in the sample contract that your organization cannot accept.
3. Thank You!
New Send Email  Jun 16, 2025 10:46:25 Success: Email Sent to: gstowe@gilescountytn.gov
New Send Email
Jun 16, 2025 10:46:25 Success: Email Sent to: competitive health@tn.gov

1

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## **Healthy Built Environments Work and Evaluation Plans**

There are 4 pages to this document. Please ensure you have filled out all 4 and attach it to your application.
Applicant Organization Name: Giles County
Short, Descriptive Project Title Used in Application Form: Giles County Agri-Park Playground Project
Project Team Members (you do not need to fill in every row):

Name	Organization	Role	Contact Information
Graham Stowe	Giles County	County Executive	gstowe@gilescountytn.gov
Emily Thomason	Giles County	Financial Management	ethomason@gilescountytn.ge
Matt Rubelsky	Giles County Agri-Park	Board President / County Con	mrubelsky@gilescountytn.gov
Nicole Poag	South Central TN Developmen	Grant Administration	npoag@sctdd.org
	·		
<del></del>		<del> </del> <del></del>	

#### Partnerships with Community Partners Planned to Form or Strengthen Throughout Project (you do not need to fill in every row):

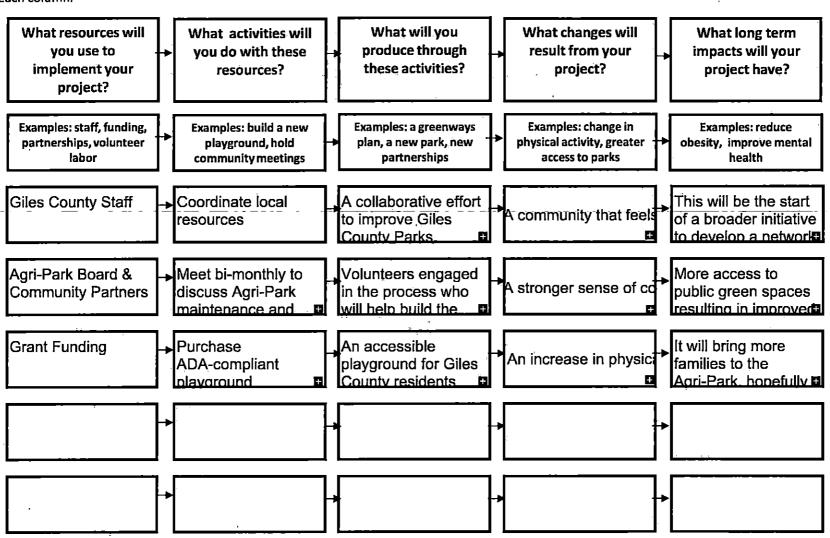
Organization Type (business, non-profit, government, etc)	Name of primary contact in organization for project
Non-Profit Organization	George Whitt
Civic Club	Benny Birdsong
Civic Club	Kim Bracey
Non-Profit Organization	Jason Doggett
Community Organization	Roy Adams
Community Organization	Susan Drennon
	government, etc)  Non-Profit Organization  Civic Club  Civic Club  Non-Profit Organization  Community Organization

#### Other Sources of Funding or Resources to be used in combination with this grant (if any):

The Giles County Highway Department will assist with site preparation (providing services in-kind) and several local civic organizations—including the Civitan Club, Cattlemen's Association, Rotary Club, and Lions Club—have pledged volunteer labor to support various aspects of the project.

### **Healthy Built Environments Project Flow Chart**

Start by filling out your resources in the left column. Then, work across from left to right for each resource, answering the question in the box above each column.



# **Work Plan**

Please list at least 5 milestones. For each milestone you list, please fill out the achieve by date, person responsible, and criteria for completion.

	Milestone	Achieve by Date	Person Responsible	Criteria for Completion
1	Finalize Budget and Design	November 30, 2025		Final approval on expense and design of playground.
2	Secure Bids & Order Playground	January 31, 2026	Emily Thomason	Playground ordered and
3	Prepare Site	February 28, 2026	Graham Stowe/Matt Rube	Ground leveled
4	Delivery and Installation	April 30, 2026	Matt Rubelsky	playground fully installed
5	Grand Opening	May 31, 2026	Graham Stowe	playground publicly marketed to community
- 6				
7				
8				
9			. ,	
10				
11				
12				
13				
14				
15				

#### **Evaluation Plan**

All grantees must complete an evaluation of their project. Please see this <u>Built Environment Resource Guide</u> for help on forming your evaluation plan. Please list at least 3 desired outcomes of the project and the metric(s) and method(s) for each of those outcomes.

	Desired Outcome of Project (example: increase access to opportunities for physical activity for middle school students)	What metric(s) will you use to determine if you achieved your desired outcome? (example: number of students by age using the facility per week)	What method(s) will you use to collect this metric? (examples: survey, observation, ArcGis analysis)
1	Provide an exercise opportunity for Giles County	Number of children visiting the playgroup	Observation
2	Increase visitation at Giles County Agri-Park	Number of people visiting the park per we	Observation
3	Provide children with disabilities opportunity for sc	Number of children with disabilities visiting	Survey
4			
5			
6	,		
7			
8			
9			-
10		-	

#### How will you use your evaluation results, and who will you share them with?

Evaluation results will be used to determine success of the new playground facilities within the Giles County Agri-Park. If the facilities are not being utilized enough, Giles County with support of local community organizations will increase marketing efforts to ensure that residents are aware of the new inclusive playground.

#### Will you be partnering with anybody to complete your evaluation?

The Giles County Agri-Park is managed by a nonprofit board with representatives from several local civic clubs and community organizations that utilize the park regularly. They will be an invaluable asset during the construction and evaluation phase of this project.

County Executive

**TENNESSEE** 

10 April 2025

Dear Grant Review Committee,

I am writing to offer my strong support for the Giles County Agri Park Board's application for the Healthy Built Environment grant. This funding will be instrumental in advancing a vital addition to the Agri Park—an inclusive playground designed to serve children of all abilities, including those with physical disabilities.

The Agri Park, overseen by a committed non-profit board, has long served as a cornerstone of community life in Giles County. It hosts numerous events and provides recreational opportunities for residents of all ages. The Park's Master Plan includes a dedicated space for a playground, underscoring the Board's vision for a fully accessible and welcoming public space. However, despite widespread community support, the Board has been unable to identify sufficient funding to bring this vision to life.

The proposed playground will fill a critical gap in our community's recreational infrastructure. Currently, families of children with disabilities have no options for safe, inclusive play within the county. By funding this project, you will not only help create a more inclusive built environment, but also support the physical, emotional, and social development of children with disabilities and their families.

This initiative aligns closely with the goals of the Healthy Built Environment program—promoting health, encouraging physical activity, and strengthening community ties. The playground will offer a space where all children can play side by side, fostering understanding, friendship, and community cohesion.

I wholeheartedly support this grant application and respectfully urge the committee to consider the profound impact this playground will have on the lives of many children and families across Giles County.

Thank you for your consideration.

Sincerely,

Graham S. Stowe

#### To Whom It May Concern,

The Giles County Health Council is a dedicated grassroots organization focused on empowering our community to take an active role in improving public health. Our mission is to address critical health issues, promote healthy behaviors, and foster a healthier lifestyle across Giles County. Our council brings together a diverse group of community leaders, business owners, faith-based organizations, and social service providers, all committed to identifying and addressing the health needs of our residents through impactful programs and initiatives.

One of our key priorities is health promotion, particularly in the prevention of diabetes and obesity. According to the 2022-2023 Coordinated School Health report from the Tennessee Department of Education, approximately 44.5% of school-aged children in Giles County are classified as overweight or obese. Research consistently highlights the significant role that access to physical activity opportunities and well-designed programs can play in reducing obesity rates and improving overall health outcomes.

In light of these statistics, we fully support the proposal for the creation of an inclusive playground for children with disabilities at the Giles County Agri Park. This initiative is a natural extension of our mission to promote healthier lifestyles for all members of our community. The proposed playground would not only provide a safe and accessible space for children with disabilities to engage in physical activity, but it would also contribute to building a more inclusive and health-conscious environment for everyone in Giles County.

We are excited about the potential for collaboration with the Giles County Agriculture Park on this important project. Together, we can create an environment that encourages healthy choices and provides a lasting impact on the well-being of all residents of Giles County, particularly our children.

Sincerely,

Susan Drennon

Chair

Giles County Health Council

**Giles County Agricultural Park** 

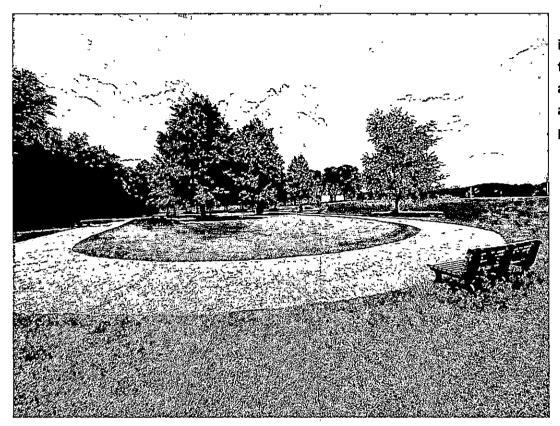


Proposed Playground Location by the Walking Track





There are two areas within the walking track where the playground could go.

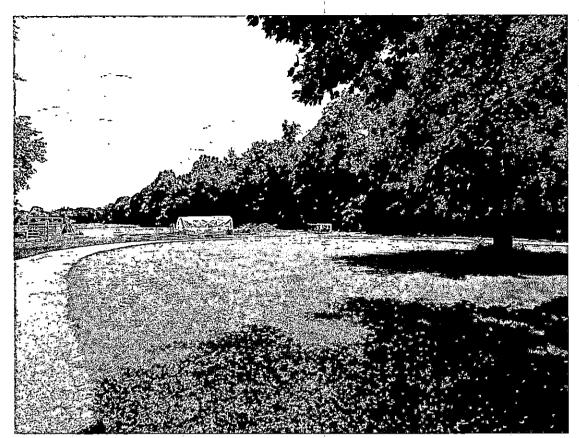


opt. 1 – this location is at the end of the track and provides ample space and already has a bench in place for parents.

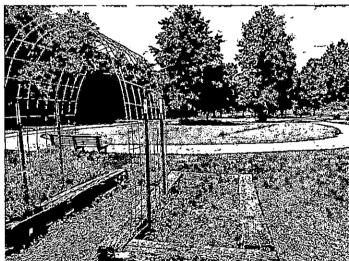


opt.2 – this location is in the middle of the track and has more trees and shade.

There is enough space where the existing trees won't be impacted, but it might make more sense to leave this area open for picnics or free play.

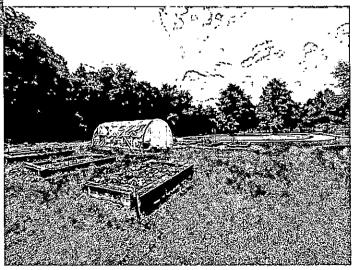


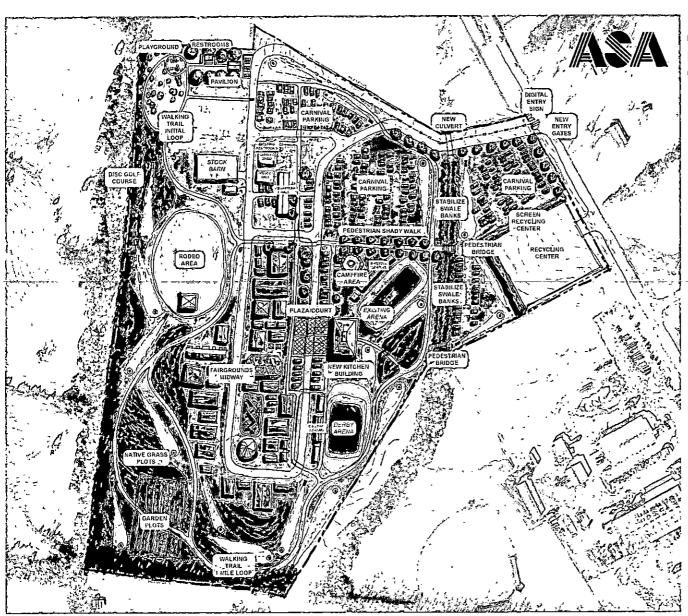
This is option 1
pictured from a
different angle.
There is a
community garden
next to the walking
track too, so
children will be
able to play in the
playground and
learn about
healthy food and
agriculture.



This is the ideal playground location between the grove of trees and community garden. Surrounded by the walking track. If the parents are walking/running on the track, they will never loose visibility of their children.

Children are naturally curious, so they will want to explore the adjacent community garden and learn about where food comes from.

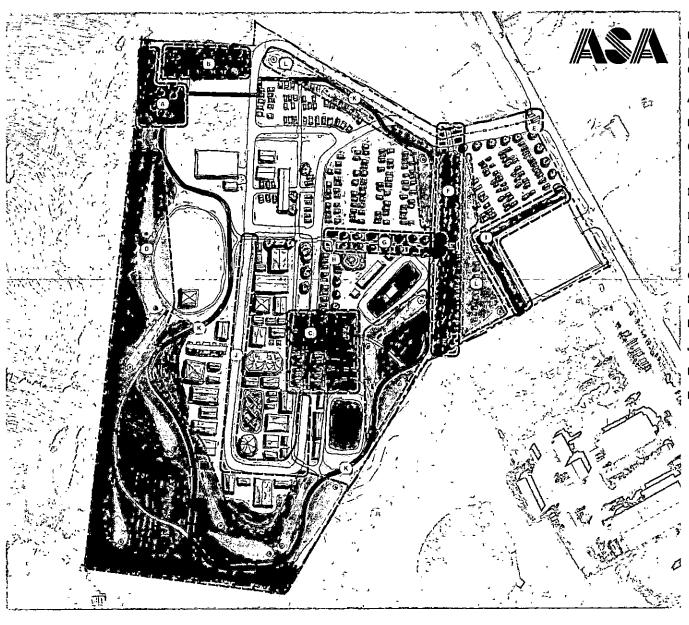




#### GILES COUNTY AGRI PARK MASTERPLAN

Giles County, Tennessee | 2-11-2020





# GILES COUNTY AGRI PARK PHASING PLAN

Giles County, Tennessee | 2-11-2020

A: WALKING TRAIL

B: PLAYGROUND, PAVILION, RESTROOMS

C: NEW KITCHEN BUILDING, PLAZA
NEW STRUCTURE (APR 60X100) INCORPORATING
COMMERCIAL KITCHEN (1200 SO FT)
DINING SPACE TO ACCOMMODATE CROWDS UP TO 400 (4800 SO FT)

D: DISC GOLF COURSE - PHASE 1 (9 HOLES)

E: ENTRY SIGNAGE, GATES

F: CULVERT REPAIR, STREAMBANK STABILIZATION

G: PEDESTRIAN PROMENADE

H: CAMPFIRE AREA

I: HEDGE SCREENING RECYCLING

J: VEHICULAR CIRCULATION/MIDWAY

K: PEDESTRIAN TRAIL - 1 MILE LOOK

L: DISC GOLF COURSE - PHASE 2



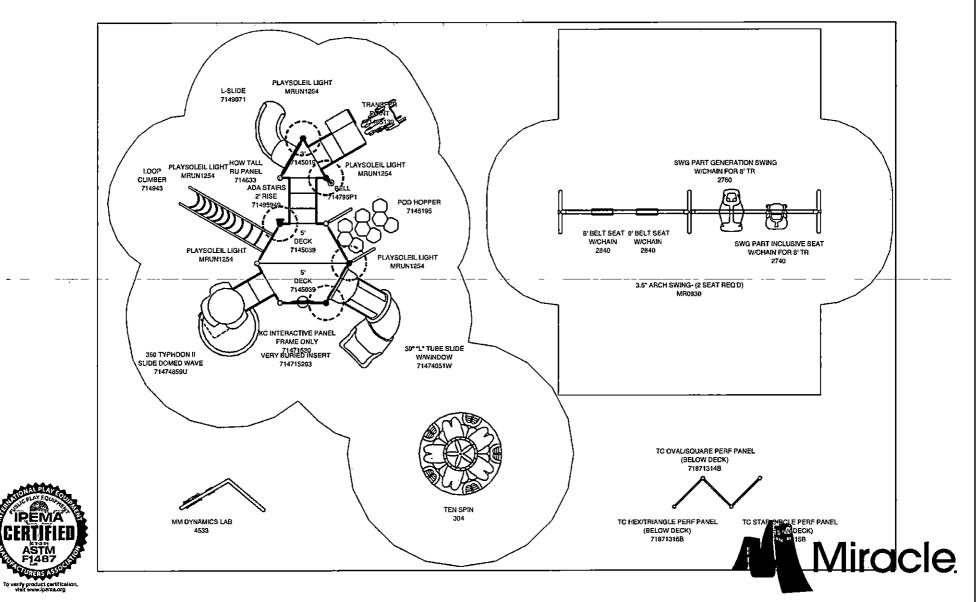
## **Giles County** Pulaski, TN

AGE GROUP: 2-12\_ASTM ELEVATED PLAY ACTIVITIES - TOTAL: 6 ELEVATED PLAY ACTIVITIES ACCESIBLE BY TRANSFER: 6 REQ'D 3

2-12 O REQ'D O

ELEVATED PLAY ACTIVITIES ACCESIBLE BY RAMP: GROUND LEVEL ACTIVITY TYPE: GROUND LEVEL QUANTITY:

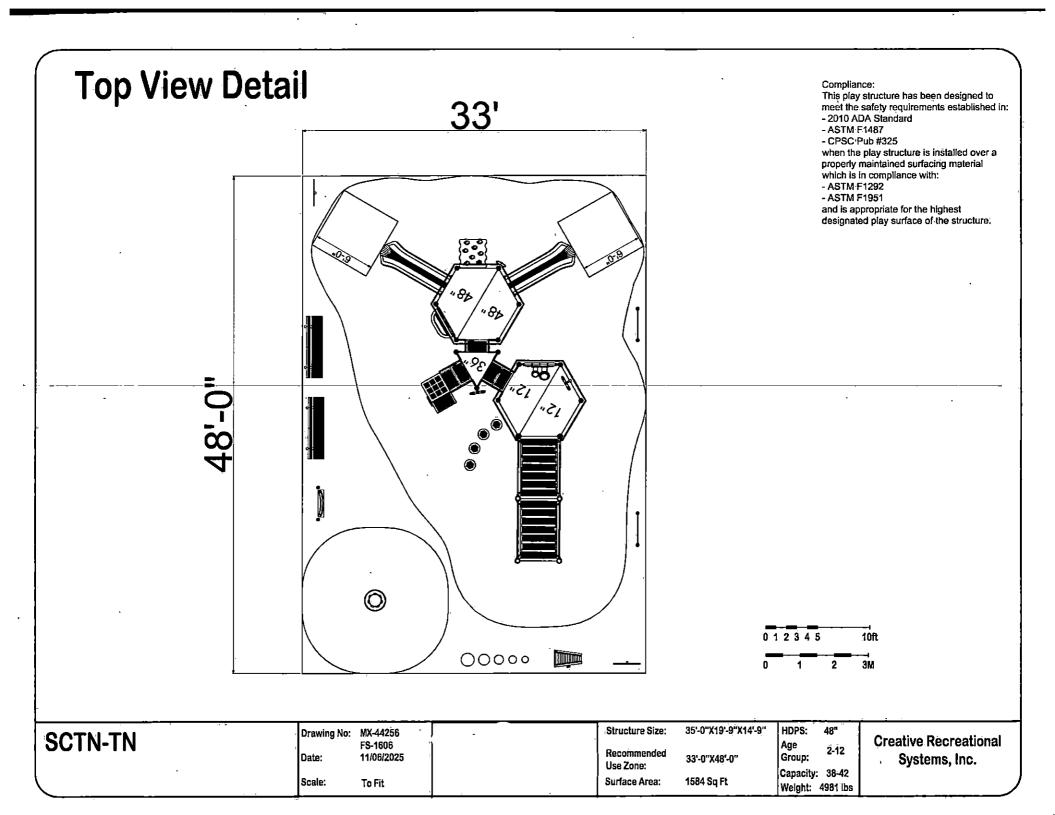
5 REQ'D 2 14 REQ'D 2

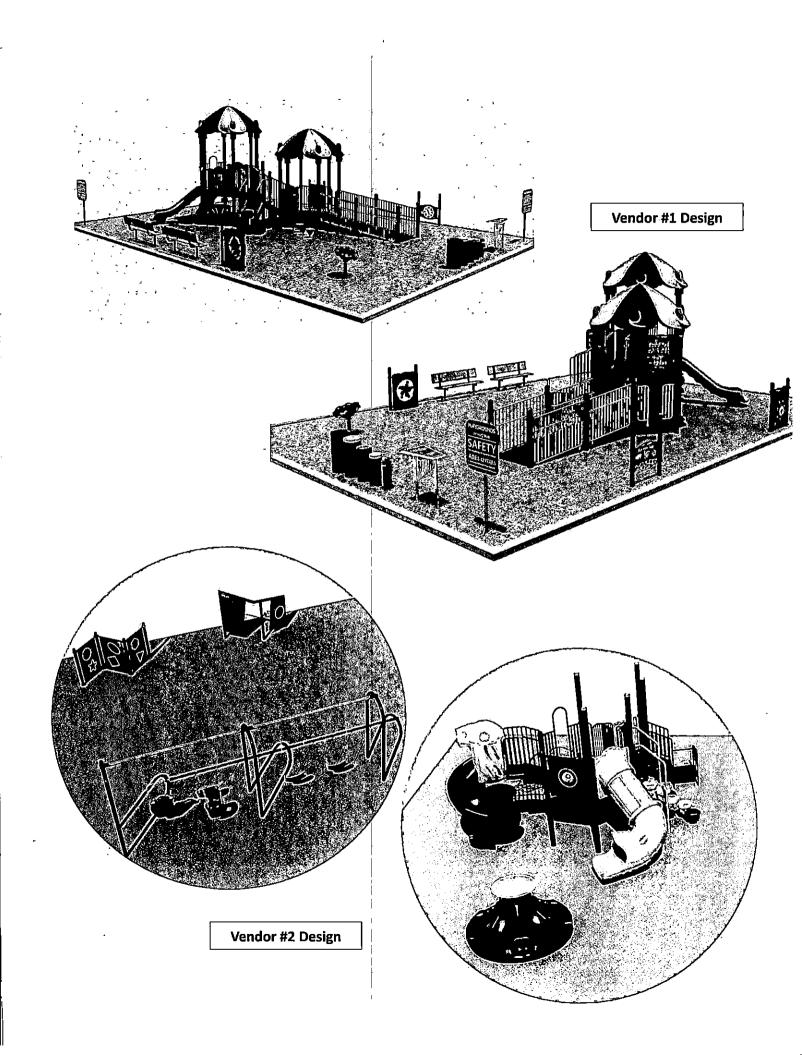


MIRACLE REC OF K	Y & TN	25008675		
931 COMMERCE DRIVE LEITCHFIELD, KY	PHONE NO: Enter Phone No. FAX NO: Enter Fax number	<b>/</b>	COMPLIES TO ASTM/CPSC	
GROUND SPACE: 56'x 36'				
PROTECTIVE AREA: 70' x 48'	,			
DRAWN BY: Brooke Wesson	DATE: 06/18/2025	<b>/</b>	COMPLIES TO ADA .	

To promote safe and proper equipment use by children. Miracle recommends the installation of either a Miracle safety sign or installation or einer a wince salety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play. THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED, THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS





#### **GRANT BUDGET** Giles County - Healthy Built Environments APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning September 1 2025, and ending June 30, 2027. Roll-Up EXPENSE OBJECT LINE-ITEM CATEGORY 1 GRANTEE (detail schedule(s) attached as applicable) PARTICIPATION **GRANT CONTRACT TOTAL PROJECT** Salaries<sup>2</sup> \$0,00 \$0.00 \$0:00 Benefits & Taxes \$0,00 \$0.00 \$0.00 Professional Fee/ Grant & Award 2 \$18,200.00 \$0.00 \$18,200.00 Supplies \$0:00 \$0.00 \$0.00 Telephone \$0:00 \$0,00 \$0.00 Postage & Shipping \$2,500.00 \$2,500.00 \$0.00 Occupancy \$0.00 \$0.00 \$0,00 Equipment Rental & Maintenance \$0.00 \$0.00 \$0.00 **Printing & Publications** \$0.00 \$0.00 \$0.00 Travel/ Conferences & Meetings<sup>2</sup> \$0,00 \$0,00 \$0,00 Interest 2 \$0.00 \$0.00 \$0.00 Insurance \$0,00 \$0,00 \$0,00 Specific Assistance To Individuals<sup>2</sup> \$0.00 \$0.00 \$0.00 Depreciation 2 \$0.00 \$0.00 \$0.00 Other Non-Personnel 2 \$0.00 \$0.00 \$0,00 Capital Purchase 2 \$59,300.00 \$3,567.00 \$62,867.00 Indirect Cost \$0,00 \$0.00 \$0.00 In-Kind Expense \$4,800.00 \$0.00 \$4,800.00 **GRAND TOTAL** \$80,000.00 \$8,367.00 \$88,367.00

<sup>&</sup>lt;sup>1</sup> Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office-cpo-/library-.html).

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

#### **GRANT BUDGET**

Giles County - Healthy Built Environments

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning SEP 1 2025, and ending June 30, 2026. Year 1

EXPENSE OBJECT LINE-ITEM CATEGORY 1 (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
Salaries <sup>2</sup>	\$0.00 °	\$0.00	\$0.00
Benefits & Taxes	\$0.00	\$0.00	\$0.00
Professional Fee/ Grant & Award <sup>2</sup>	\$18,200.00	\$0.00	\$18,200.00
Supplies	\$0.00	\$0.00	\$0.00
Telephone	\$0.00	\$0.00	\$0.00
Postage & Shipping	\$2,500.00	\$0.00	\$2,500.00
Occupancy	\$0.00	\$0.00	\$0.00
Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
Printing & Publications	\$0.00	\$0.00	\$0.00
Travel/ Conferences & Meetings <sup>2</sup>	\$0.00	\$0.00	\$0.00
Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
insurance	\$0.00	\$0.00	\$0.00
Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
Other Non-Personnel <sup>2</sup>	\$0,00	\$0,00	\$0.00
Capital Purchase <sup>2</sup>	\$59,300.00	\$3,567.00	\$62,867.00
Indirect Cost (% of Method)	\$0.00	\$0.00	\$0.00
In-Kind Expense	\$0.00	\$4,800.00	\$4,800.00
GRAND TOTAL	\$80,000.00	\$8,367.00	\$88,367.00

Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office-cpo-/library-.html).

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

#### GRANT BUDGET LINE-ITEM DETAIL:

	Ye	ear 1			_	
SALARIES	Monthly Salary	# of Months	% of Effort	Longevity (if applicable)	AMOUNT	
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW) NECESSARY)	AS \$ - :	× ×	-	+ \$ -	\$0.00	
TOTAL ROUI	IDED		•		\$0.00	
PROFESSIONAL FEE/GRANT & AWARD					AMOUNT	
nstallation		i			\$15,000.00	
Site Prep (In-Kind)		Ì			\$0.00	
Grant Administration					\$3,200.00	
TOTAL ROUI	IDED				\$18,200.00	
TRAVEL / CONFERENCES & MEETINGS	<u>-</u>	÷			AMOUNT	
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW)	NS NECESSARY)				\$0.00	
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW)	AS NECESSARY)				\$0.00	
TOTAL ROUI	NDED	1			\$0.00	
NTEREST					AMOUNT	
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW)	AS NECESSARY)				\$0.00	
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW)	AS NECESSARY)	<del>: -</del>			\$0.00	
TOTAL ROUI	NDED				\$0.00	
SPECIFIC ASSISTANCE TO INDIVIDUALS		1			AMOUNT	
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW)	AS NECESSARY)	ļ		ì	\$0.00	
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW A	AS NECESSARY)	i		Ī	\$0.00	
TOTAL ROU	VDED.	<del>-</del>			\$0.00	
DEPRECIATION		1			AMOUNT	
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW)	AS NECESSARY)				\$0.00	
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW)		]			\$0.00	
TOTAL ROU	NDED				\$0.00	
OTHER NON PERSONNEL				T	AMOUNT	
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW)	AS NECESSARY)	Ţ			\$0.00	
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW)	AS NECESSARY)	1			\$0.00	
TOTAL ROU	NDED	1		1	\$0.00	
CAPITAL PURCHASES					Grant AMOUNT	Match
Playground Equipment		<u> </u>		İ	\$53,500.00	\$3,56
Surfacing (border, landscape fabric, mulch)		1	:	i	\$5,800,00	
TOTAL ROU		+			\$59,300.00	\$3,567

#### **GRANT BUDGET**

Giles County - Healthy Built Environments

APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning July 1, 2026, and ending June 30, 2027.

Year 2

EXPENSE OBJECT LINE-ITEM CATEGORY 1 (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
Salaries <sup>2</sup>	\$0.00	<b>\$0.</b> 00	\$0.00
Benefits & Taxes	\$0.00	\$0.00	\$0,0
Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Telephone	\$0.00	\$0.00	\$0.06
Postage & Shipping	\$0.00	\$0.00	\$0.00
Occupancy	\$0.00	<b>\$0.</b> 00	\$0.00
Equipment Rental & Maintenance	\$0.00	\$0.00	\$0,0
Printing & Publications	\$0.00	\$0.00	\$0.0
Travel/ Conferences & Meetings <sup>2</sup>	\$0,00	\$0.00	\$0.0
Interest <sup>2</sup>	\$0.00	\$0.00	\$0.0
Insurance	\$0.00	\$ <b>0</b> .00	\$0.0
Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.0
Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.0
Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.0
Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.0
Indirect Cost (% of Method)	\$0.00	<b>\$0</b> ,00	\$0.0
In-Kind Expense	\$0.00	\$0.00	\$0.0
GRAND TOTAL	\$0.00	\$0.00	\$0.0

<sup>&</sup>lt;sup>1</sup> Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-E) and CPO Policy 2013-007 (posted online at https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html).

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

#### ATTACHMENT 2 (continued)

(BUDGET PAGE 5)

#### **GRANT BUDGET LINE-ITEM DETAIL:**

SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS \$ x x + \$ - \$0.0  SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS \$ x x + \$ - \$0.0  SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS \$ x x + \$ - \$0.0  SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS \$ x x x + \$ - \$0.0  SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)  TOTAL ROUNDED  PROFESSIONAL FEEIGRANT & AWARD  SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)  SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS N			Ye	ar 2					
SALARISS SAL		Mon	ithly	# of		% of	Longevity (if		
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NECESSARY)  TOTAL ROUNDED  SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS S X X S SO.  NECESSARY)  TOTAL ROUNDED  SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)  SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSAR	SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	\$	i - ;	C	x	+	\$ -	,	\$0.00
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SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	TOTAL ROUNDED						-		\$0.00
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)  TOTAL ROUNDED  TRAVEL / CONFERENCES & MEETINGS  AMOUNT  SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)  TOTAL ROUNDED  TOTAL ROUNDED  SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)  SOLO  TOTAL ROUNDED  SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)  TOTAL ROUNDED  SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	PROFESSIONAL FEE/GRANT & AWARD					-		AMOUNT	
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SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)  SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)  TOTAL ROUNDED  OTHER NON PERSONNEL.  SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)  SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)  SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)  CAPITAL PURCHASES  SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	TOTAL ROUNDED							•	\$0.00
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)  TOTAL ROUNDED  OTHER NON PERSONNEL  SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)  SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)  SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)  CAPITAL PURCHASES  SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)	DEPRECIATION							AMOUNT	
TOTAL ROUNDED  OTHER NON PERSONNEL  SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)  SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)  TOTAL ROUNDED  CAPITAL PURCHASES  SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)  SOLO	SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NE	CESSA	RY)				·		\$0.00
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SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)  SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)  TOTAL ROUNDED  SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)  SO.0	TOTAL ROUNDED								\$0.00
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)  TOTAL ROUNDED  SO.6  CAPITAL PURCHASES  SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)  SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)  SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)  SO.6	OTHER NON PERSONNEL		<u>!</u> ]		<u>.</u>		· · ·	AMOUNT	
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TOTAL ROUNDED \$0.0	SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NE	CESSA	ŖY)						\$0.00
	TOTAL ROUNDED		,						\$0.00

## Subrecipient/Recipient Grant Contract Reporting Template

#### Purpose/Scope

These reporting templates are optional tools to monitor the activities of the State's subrecipients of Federal funds or recipients of state funds.

Included in the optional toolkit are:

- Invoice Reimbursement Template
- Projection of Personnel and Salary Template, and
- Financial or Performance Reporting Template.

The purpose of these templates are to provide uniformity for the grantee when preparing the monthly invoice for reimbursement, quarterly, annual, and final report and to ensure that the subaward or award is used for the authorized purposes in accordance with US Office of Management and Budget (OMB)'s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) Part 200.332 and central procurement office (CPO) policy # 2013-007. The use of standard templates also provides uniformity for the contracting state agency when reviewing reports and invoices for reimbursement.

Though optional from a statewide perspective, each contracting state agency may enact agency specific policy that requires the templates be used when the subrecipient of Federal funds or recipients of the state funds submit the monthly invoice for reimbursement, quarterly, annual, and final report with the general ledger or trial balance that must tie to the Grand Total of the Schedule C.

#### **Guidance References**

A detailed explanation is provided for each line-item in the Program Expense Report (PER, Schedule A), Program Revenue Report (PRR) and Reconciliation Between Total and Reimbursable Expenses (Schedule B), and Total Expense Summary Report (Schedule C) that corresponds to similar line-items in the US Office of Management and Budget (OMB)'s Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) Subpart E Cost Principles, and Internal Revenue Service (IRS) Form 990, Return of Organization Exempt from Income Tax.

#### Basis for Reporting Expenses/Expenditures

Expenses may be reported on either the cash or accrual basis. An expense may be accrued only if the goods or services have been received and billed for by the end of the reporting period. Once elected, the basis of reporting expenses may be changed only with the approval of the cognizant state agency. If the grantee uses the accrual basis, the final report should be prepared after accounts receivable is cleared with cash receipts and accounts payable is cleared with cash disbursements. A reconciliation must include the accruals reported at the end of the grant term.

The term "expense" used in the instructions is inclusive of either expenses or expenditures depending on the accounting method used.

#### INVOICE REIMBURSEMENT TEMPLATE

#### Purpose/Scope

The Invoice Reimbursement Template is used to request reimbursement of expenses. Funds can only be disbursed by the contracting state agency to subrecipient of the Federal funds or recipient of state funds upon receipt of the invoice. Funds cannot be disbursed based on the submission of the quarterly or annual reports.

The invoice line-items of cost categories are the same as the quarterly report and annual report. Instructions for these reports can be found in the Instruction section for Schedule A. The contracting state agency may provide additional instruction on which cost categories are required to be reported on the invoice for reimbursement. The grantee shall invoice the state funding agency no more often than monthly and include all necessary supporting documentation.

If multiple grants are received by a grantee, an Invoice for Reimbursement Template should be completed for each program.

#### **Instruction**

- 1. Heading information: enter ending period.
- 2. GRANTEE CONTACT INFORMATION: provide the contact information including grantee contact person, phone number, and email in this section so that the contracting state agency can contact the person with any questions.
- 3. BILL TO: provide the contracting state agency information in this section. This will ensure that the correct person receives this invoice when a grantee is submitting it to the multiple state agencies.
- 4. Grantee Organization Name and Contracting State Agency: enter your organization name in Grantee Organization Name field and type in contracting state agency which can be found in the grant contract agreement.
- 5. Assistance Listing #/Program # and Program Name: if this is a Federal grant, enter Assistance Listing # and Program Name found in the Federal Information Worksheet of the grant contract agreement. If this is a state grant, enter Program # and Program Name found from the grant contract agreement.
- 6. Invoice #, Invoice Date, and Invoice Period: grantee can assign the invoice # and provide the invoice date when they submit this invoice. Invoice period is starting date and ending date of the month that grantee is submitting invoice for reimbursement.

- 7. Contract Term and Edison Contract Number: these can be found in the grants contact agreement.
- 8. Total Grant Contract Budget (A) column: enter amounts in the Grants Budget of the Grant Contract Agreement should be entered.
- 9. YTD Actual Expenditures Through MM/DD/YYYY (B) column: enter the accumulated year to date program expenses through month ending date in this column.
- 10. Total Reimbursed To Date (C) column: enter the program expenses of the YTD Actual Expenditures Through the previous invoice date in this field.
- 11. Amount Due for This Period (Column B-Column C): this is the auto-calculated field based on the amounts of YTD Actual Expenditures Through MM/DD/YYYY minus Total Reimbursed To Date.
- 12. Comments: enter additional information needed by the contracting state agency. (i.e. "See attached supporting documents")
- 13. Prepare all the supporting documents for each invoice item for the reimbursement.
- 14. Sign the invoice and submit to the contracting state agency.

## PROJECTION OF PERSONNEL AND SALARY TEMPLATE

#### Purpose/Scope

This template can be used for the following purposes:

- 1) The completed template must be submitted as part of the budget proposal, reflecting the estimated total salary by position and by program.
- 2) The completed template can be submitted with the quarterly report or the invoice for reimbursement for the salary and wages as additional supporting documents.

The template should reflect the total salaries of all persons employed, either full or part time, by the grantee/organization.

#### Instruction

- 1. Position Number column: enter Position Number assigned by the grantee/organization. If grantee/organization does not have one, number as you desire. If it is a new position, indicate the hire date for this position number in the Title of Position column.
- 2. Title of Position and Name of Employee columns: enter the title of position and the name of each employee regardless of the full time or part time.
- 3. Total Annual Salary column: enter the annual salary amount for each employee in this column. Total of this column (e.g., \$416,000) should be the same as total salary amount in general ledger or trial balance. For the budget report, enter the budgeted salary for each employee. If grantee/organization is planning to hire a new employee, this should be included in this template.
- 4. % columns: enter percentage for all programs and the administration portion that is based on the employee's time spent for each program. The total of all percentages allocated to programs and administration must be 100%.
- 5. Amount columns: amounts for Programs A, B, C, and Administration/Other will be calculated when you enter total salary and percentage (#3 and #4 above). Adding each salary allocation should equal the Total Annual Salary amount.
- 6. If a grantee/organization has more than the nine employees, additional templates can be used (if PDF) or insert rows (if Excel) to enter all the employees.
- 7. If salary increases during the grants term, a schedule showing the effective dates of the increases by position must be attached to the proposed budget package.

#### REPORTING TEMPLATE

#### Introduction

Reporting Template has three parts:

- Schedule A,
- · Schedule B, and
- Schedule C which are Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report.

Program Expense Reports (PER), Program Revenue Reports (PRR) and Reconciliation Between Total and Reimbursable Expenses and Total Expense Summary Report including Schedule A-I and Schedule B-I must be submitted in the same format/the same column heading each quarter. The final Report (definition can be found in grant contract agreement) must be approved by the contracting state agency.

#### Schedule Headings

At the top of each schedule, the name of the reporting contractor/grantee and the period covered by the report need to be entered. The period of the report should always be the most recent quarter ended and report programs in the same sequence as the previous quarter.

#### Column Headings

For each program for Schedule A and B, Contracting State Agency, Program Name, Assistance Listing Number/Program Number, Edison Contract Number, and Grant/Contract Term should be entered. These can be found in the grant contract agreement.

- The Contracting State Agency is for the state agency who awards the grant and initiates the contract agreement.
- The Program Name is the title to describe the program or the title that corresponds to the Federal Assistance Listing number.
- The Assistance Listing Number/Program Name is a number assigned to identify the Federal Assistance Listings under which the subaward was made by the contracting State agency.
- The Edison contract number is the number assigned by the contracting state agency and should include the amendment number, if any. This can be found in the grant contract agreement.
- The grant/contract term is the beginning and ending dates of the grant/contract. This can be found in the grant contract agreement.

#### **Program Columns**

Program expense columns (Quarter-To-Date and Year-To-Date) are for reporting direct program expenses. Direct program expenses that benefit more than one program (i.e., allocable-direct costs) may be allocated to the benefitted programs within the expense categories. The cognizant state agency should approve the method used for cost allocations and the contacting state agency should abide by the cost allocation approved by the cognizant state agency.

The Quarter-To-Date column can be used to capture all expenses for the specific quarter. For example, the expenses for the 2<sup>nd</sup> quarter (from 10/1/22 to 12/31/2022) can be entered in this column.

All accumulated expenses for each program can be entered in Year-To-Date column. For example, if a grantee/organization has entered the expenses for the 2<sup>nd</sup> quarter in Quarter-To-Date column, all accumulated expenses for the 1<sup>st</sup> quarter and the 2<sup>nd</sup> quarter should be entered in Year-To-Date column.

## PROGRAM EXPENSE REPORT (PER) SCHEDULE A

#### Purpose/Scope

The Program Expense Report (PER Schedule A) contains expenses by the detailed line items and then summarizes by subtotals or total. This schedule can be used for any grants received from a state agency or multiple state agencies.

These expenses include direct and allocated direct program expenses in each line item. Per 2 CFR Part 200.413, direct costs are those costs that can be identified specifically with a particular final cost objective, such as a grant, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Per 2 CFR Part 200.405, allocable direct costs are those that benefit more than one program, but do not fall under the criteria of indirect costs.

Except for depreciation, every expense reported in Lines 1 through 21 must represent an actual cash disbursement or accrual (as defined in the Basis for Reporting Expenses/Expenditures section on page 1 of this instructions).

If more than two programs (e.g., four programs), complete multiple Schedule As to report all four program expenses.

#### <u>Instruction for Expenses by Object Line-Items</u>

#### Line 1 Salaries and Wages

Enter the amount of compensation, fees, salaries, bonuses, severance payments, and wages paid to program directors, program managers/staffs, and employees.

#### References:

2 CFR Part 200.430

Form 990 Part IX line 5, 7

#### Line 2 Employee Benefits & Payroll Taxes

Enter (a) the grantee's/organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the grantee's/organization's portion of payroll taxes such as social security, Medicare taxes, and unemployment and workers' compensation insurance.

#### References:

2 CFR Part 200.431

Form 990 Part IX lines 8, 9, 10

#### Line 3 Total Personnel Expenses

Add lines 1 Salaries and Wages and 2 Employee Benefits & Payroll Taxes.

#### Line 4 Professional Fees

Enter the costs/fees of professionals, consultants, and personal-service contractors who are not officers or employees of the grantee/organization. These include legal, accounting, and auditing fees.

#### References:

2 CFR Part 200.459

Form 990 Part IX line 11

#### Line 5 Supplies

Enter the grantee's/organization's expenses for office supplies, housekeeping supplies, and other supplies.

#### References:

2 CFR Part 200.453

Form 990 Part IX line 13

#### Line 6 Telecommunication

Enter the grantee's/organization's expenses for telephone, cellular phones, beepers, telegram, FAX, telephone equipment maintenance, internet, cloud servers, and other related expenses.

#### References:

2 CFR Part 200.471

Form 990 Part IX line 13

#### Line 7 Postage and Shipping

Enter the grantee's/organization's expenses for postage, messenger services, overnight delivery, outside mailing service fees, freight and trucking, and maintenance of delivery and shipping vehicles. Include vehicle insurance here or on line 14.

#### References:

2 CFR Part 200.474

Form 990 Part IX line 13

#### Line 8 Occupancy

Enter the grantee's/organization's expenses for use of office space and other facilities including rent, heat, light, power, other utilities, outside janitorial services, mortgage interest, real estate taxes, and similar expenses. Include property insurance here or on line 14.

#### References:

2 CFR Part 200.465

Form 990 Part IX line 16

#### Line 9 Equipment Rental and Maintenance

Enter the grantee's/organization's expenses for renting and maintaining computers, copiers, postage meters, other office equipment, and other equipment, except for telecommunications, truck, and automobile expenses, reportable on lines 6, 7, and 11, respectively.

#### References:

2 CFR Part 200.452

Form 990 Part IX line 13

#### Line 10 Printing and Publications

Enter the grantee's/organization's expenses for producing printed materials, purchasing books and publications, buying subscriptions to publications, publication costs for electronic and print media, and page charges for professional journal publications.

#### References:

2 CFR Part 200.461

Form 990 Part IX line 13

#### Line 11 Travel

Enter the grantee's/organization's expenses for airfare, transportation, meals and lodging, subsistence, and related items incurred by employees on official business of the organization. These costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, consistent with those normally allowed in like circumstances in the organization's non-federal/state-funded activities and in accordance with organization's written travel reimbursement policies. Include gas and oil, repairs, licenses and permits, and leasing costs for company vehicles. Include travel expenses for meetings and conferences. Include vehicle insurance here or on line 14.

If an organization does not have the written travel reimbursement policies, they may use the State Travel policy which is <u>F&A Policy 08 Comprehensive State Travel Regulations</u>.

#### References:

2 CFR Part 200.475

#### Form 990 Part IX line 17

#### Line 12 Conferences and Meetings

Enter the grantee's/organization's expenses for conducting or attending meetings, conferences, seminars, retreats, and conventions including registration fees. When host of conference, include rental of facilities, speakers' fees and expenses, costs of meals and refreshment (food and beverages), and printed materials for the conference.

#### References:

2 CFR Part 200.432

Form 990 Part IX line 19

#### Line 13 Interest

Enter the interest expense for the business related loans and interest costs that are related to capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

#### References:

2 CFR Part 200.449

Form 990 Part IX line 20

#### Line 14 Insurance

Enter the grantee's/organization's expenses for liability insurance, fidelity bonds, and other insurance. Do not include employee-related insurance reportable on line 2. Do not include shipping vehicle, property, and organization vehicles for travel if reported on lines 7, 8, or 11 respectively.

#### References:

2 CFR Part 200.447

Form 990 Part IX line 23

#### Line 15 Grants and Awards

Enter the grantee's/organization's awards, grants, subsidies, and other pass-through expenditures to other organizations. Include allocations to affiliated organizations. Include in- kind grants to other organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients. These expenses will not include when calculating Administrative Expense in line 22.

#### References:

2 CFR Part 200.1

Form 990 Part IX line 1

#### Line 16 Specific Assistance to Individuals

Enter the grantee's/organization's direct payment for expenses of clients, patients, and individual beneficiaries. Include such expenses as medicines, medical and dental fees, children's board, food and homemaker services, clothing, transportation, insurance coverage, scholarships, fellowships, stipends, research grants, wage supplements, and similar payments.

#### References:

2 CFR Part 200.456

Form 990 Part IX line 2

#### Line 17 Depreciation

Enter the expenses the grantee's/organization's records for depreciation (the method for allocating the cost of fixed assets to periods benefitting from asset use) of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

#### References:

2 CFR Part 200.436

Form 990 Part IX line 22

#### Line 18 Other Nonpersonnel Expenses

Enter the grantee's/organization's allowable expenses for Advertising, Information Technology, Bad Debts, Contingency Provisions, Fines and Penalties, Independent Research and Development, Organization Costs, Rearrangement and Alteration, Recruiting, and Taxes. Include the Organization's and Employees' Membership Dues in Associations and Professional Societies. Include other fees for the Organization's Licenses, Permits, and Registrations, etc.

NOTE: Expenses reportable on lines 1 through 17 should not be reported as an additional expense category on line 18. A description should be attached for each additional category entered on line 18. The contracting state agency may determine these requirements in the grant contract agreement.

#### a) Advertising:

Enter expenses paid for advertising. Include amounts for print and electronic media advertising. Also include internet site link costs, signage costs, and advertising costs for the organization's in-house fundraising campaigns.

#### References:

2 CFR Part 200.421

Form 990 Part IX line 12

#### b) Information Technology:

Enter expenses for information technology, including hardware, software, and support services such as maintenance, help desk, and other technical support services. Also include expenses for

infrastructure support, such as website design and operations, virus protection and other information security programs and services to keep the organization's website operational and secured against unauthorized and unwarranted intrusions, and other information technology contractor services.

References:

2 CFR Part 200.1

Form 990 Part IX line 14

#### c) Bad Debts:

Enter expense amounts for losses (whether actual or estimated) arising from uncollectable accounts and other claims, related collection costs, and related legal costs.

References:

2 CFR Part 200.426

Form 990 Part IX line 24

#### d) Contingency Provisions:

Enter expense amounts for contributions to a contingency reserve or any similar provision made for events the occurrence of which cannot be foretold with certainty as to time, intensity, or with an assurance of their happening.

References:

2 CFR Part 200.433

Form 990 Part IX line 24

#### e) Fines and Penalties:

Enter costs of fines and penalties resulting from violations of, or failure of the organization to comply with Federal, State, and local laws and regulations except when incurred as a result of compliance with specific provisions of an award or instructions in writing from the awarding agency.

References:

2 CFR Part 200.441

Form 990 Part IX line 24

#### f) Independent Research and Development:

Enter the expenses of all research activities, including the training of individuals in research techniques.

References:

2 CFR Part 200.1

Form 990 Part IX line 24

#### g) Organization Costs:

Enter expenses such as incorporation fees, brokers' fees, fees to promoters, and organizers.

References:

2 CFR Part 200.455

Form 990 Part IX line 24

#### h) Rearrangement and Alteration:

Enter expenses incurred for ordinary or normal rearrangement and alteration of facilities. Include the expenses incurred in the restoration or rehabilitation of the organization's facilities.

References:

2 CFR Part 200.462

Form 990 Part IX line 24

#### i) Recruiting:

Enter expenses for recruiting staff and maintaining workload requirements, costs of "help wanted" advertising, operating costs of an employment office necessary to secure and maintain an adequate staff, costs of operating an aptitude and educational testing program and relocation costs incurred incident to recruitment of new employees.

References:

2 CFR Part 200.463

Form 990 Part IX line 24

#### j) <u>Taxes:</u>

Enter expenses for payment of taxes to the local government or state.

References:

2 CFR Part 200.470

Form 990 Part IX line 24

## k) Organization's and Employee's Membership Dues in Associations and Professional Societies:

Enter expenses of the organization's membership or subscriptions in business, technical, and professional organizations.

#### References:

2 CFR Part 200.454

Form 990 Part IX line 24

#### Line 19 Total Nonpersonnel Expenses

Add lines 4 Professional Fees through 18 Other Non-personnel Expenses.

#### Line 20 Reimbursable Capital Purchases

Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets.

#### References:

2 CFR Part 200.439

Form 990 Par X line 10a or Schedule D Part VI

#### Line 21 Total Direct Program Expenses

Add Line 3 Total Personnel Expenses, and Line 19 Total Non-personnel Expenses, and Line 20 Reimbursable Capital Purchases. These expenses are the summary of the direct and allocated direct program expenses that entered in Line 1 Salaries and Wages through Line 20 Reimbursable Capital Purchases.

#### Reference:

2 CFR Part 200.405, 200.413

Form 990 Part IX, column B

#### <u>Line 22 Administrative Expenses</u>

The distribution will be made in accordance with an allocation plan approved by your cognizant state agency. Pass-through funds (Line 15 Grants and Awards) are not included when computing administrative expenses.

#### References:

2 CFR Part 200.414

Form 990 Part IX, Column C

#### Line 23 Total Direct Program and Administrative Expenses

Line 23 is the total of Line 21 Total Direct Program Expenses and Line 22 Administrative Expenses. Total Direct Program and Administrative Expenses (Line 23) Year To Date (if quarter

end 3/31/2023) should agree with Total of YTD (Year To Date) Actual Expenditures Through 3/31/2023 (Column E) of the Invoice for Reimbursement.

#### Line 24 In-Kind Expenses

In-kind Expenses is for reporting the value of contributed resources (non-cash) applied to the program. Approval and reporting guidelines for in-kind contributions will be specified by those contracting state agencies who allow their use toward earning grant funds.

#### References:

2 CFR Part 200.434

Form 990 Part XI line 6

#### Line 25 Total Program Expenses

The sum of Line 23 Total Direct Program and Administrative Expenses and Line 24 In-kind Expenses goes on this line.

## PROGRAM EXPENSE REPORT (PER) SCHEDULE A-Q1-Q4

#### Purpose/Scope

This template tracks expenses for all the quarters and summarizes in the Year-To-Date column. The Year-To-Date column can be linked to Year-To-Date column of the Schedule A.

Additionally, this schedule provides the Grant Budget Amount (from grant contract agreement) column and the Over/(Under) Budget Amount column which compares cumulative Year-To-Date expenses to Grant Budget Amount.

#### Instruction for Expenses by Object Line-Items

The instructions for expense line items are the same as Schedule A.

## PROGRAM REVENUE REPORT AND RECONCILIATION BETWEEN TOTAL PROGRAM AND REIMBURSABLE EXPENSES SCHEDULE B

#### Purpose/Scope

Program Revenue Report (PRR) and Reconciliation Between Total and Reimbursable Expenses, Schedule B, are intended to capture all revenue by the detailed source and reconcile total program expenses and reimbursable expenses. Each revenue column should match up with the Edison Contract Number and the Program Name from Schedule A and align with its corresponding expense column from the Schedule A. The Reconciliation of Total Program Expenses And Reimbursable Expenses, at the bottom of Schedule B, should be completed to show how Total Program Expenses (Line 51 of Schedule B or Line 25 of Schedule A) reconciles to the amount to be reimbursed.

If multiple programs exist, additional copies of the Schedule B can be used to enter all Program Revenue and Reconciliation Between Total and Reimbursable Expenses.

Additional supplemental schedules showing the Sources of Revenue in the aggregations may be attached, if needed. The contracting state agency may provide more guidance in the grant contract agreement.

#### Instruction for Sources of Revenue

#### Reimbursable Program Funds

#### Line 31 Reimbursable Federal Program Funds

Enter the portion of Total Direct Program & Administrative Expenses reported on Line 23 of the Schedule A that are reimbursable from the Federal program funds.

Reference:

Form 990 Part VIII 1e

#### Line 32 Reimbursable State Program Funds

Enter the portion of Total Direct Program & Administrative Expenses reported on Line 23 of the Schedule A that are reimbursable from the state program funds.

Reference:

Form 990 Part VIII 1e

#### Line 33 Total Reimbursable Program Funds

Add Line 31 Reimbursable Federal Program Funds and Line 32 Reimbursable State Program Funds.

#### • Matching Revenue Funds

Note: matching requirements can be found in the grants contact agreement for the grants received from the contracting state agency.

#### Line 34 Other Federal Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other Federal fund sources.

Reference:

Form 990 Part VIII 1e

#### Line 35 Other State Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other State fund source.

Reference:

Form 990 Part VIII 1e

#### Line 36 Other Government Funds

Enter the matching portion (the grantee portion) of the program costs that will be covered by other government fund source.

Reference:

Form 990 Part VIII 1e

#### Line 37 Cash Contributions (Nongovernment)

Enter the matching portion (the grantee portion) of the cash contributions that were received from corporations, foundations, trusts, and individuals, United Ways, other not-for-profit organizations, and affiliated organizations. This is only applicable when the grantee has received contributions from above donors for this program and this is included as expense line-items of the Schedule A.

References:

Form 990 Part VIII 1f

#### Line 38 In-Kind Contributions (Equals Schedule A. Line 24)

Enter the matching portion (the grantee portion) of the direct and administrative in-kind contributions.

Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward program purposes.

#### References:

Form 990 Part VIII line 1f and Part XI line 6

#### Line 39 Program Income

Enter the matching portion (the grantee portion) of program income. For example, income from fees for services performed.

#### Reference:

Form 990 Part VIII line 2a to 2f

#### Line 40 Other Matching Revenue

Enter the matching portion of other revenues that are not included in lines 34 through 39.

#### References:

Form 990 Part VIII 3 through 11e

#### Line 41 Total Matching Revenue Funds

Add lines 34 through 40.

#### Line 42 Other Program Funds

Enter any other program revenues that are funded by the contracting state agency but are not reported as matching revenue funds on Line 41 Total Matching Revenue Funds. Example of this can be in-kind expenses (Line 24 of Schedule A), if any.

#### References:

Form 990 Part VIII 1a through 11e

#### Line 43 Total Revenue

Add lines 33, 41, and 42.

#### References:

Form 990 Part VIII 12

## Instruction for Reconciliation Between Total and Reimbursable Expenses

#### Line 51 Total Program Expenses

This line is brought forward from Line 25 Total Program Expenses on Schedule A.

#### Line 52 Other Unallowable Expenses

Enter amount for Other Unallowable Expenses here. Some program expenses may not be reimbursable under certain grants. Example of this can be the in-kind expenses which is non-cash item. This will vary according to the contracting state agency and the type of grant or contract. Consult with the contracting state agency that funds the program for additional guidelines.

#### Line 53 Excess Administration

This line may be used to deduct allocated Administration and General expenses (indirect costs) in excess of the allowable percentage specified in the grant contract agreement or the indirect cost rate that is approved by the cognizant State agency. This line may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Consult with the contracting state agency that funds the program for additional guidelines.

#### Line 54 Matching Expenses

Total program expenses should be deducted from matching (cost sharing) expenses required by the program compliance. This portion can be a specified as an amount or percentage to match the federal award. Program income (e.g., user fees or rental of real property) can be deducted from matching portion.

#### Line 55 Reimbursable Expenses (Line 51 Less Lines 52, 53, And 54)

This should equal the amount the contracting state agency has already paid for the quarter's operations of the program. The cumulative Year-To-Date column is what the grantor has actually paid to date if the organization has submitted the invoice and reimbursed monthly.

#### Line 56 Total Reimbursement To Date

The Quarter-to-Date column is the total amounts received for this quarter from filing of Invoices for Reimbursement (usually monthly). The cumulative Year-to-Date column amount is the total amount received for the grant program.

#### Line 57 Difference (Line 55 minus Line 56)

This is the portion of Reimbursable Expenses that are not paid yet. If a grantee submits a monthly invoice for reimbursement and reimbursement has been received, this will be zero.

#### Line 58 Advances

Any advance payments from the contracting state agency should appear on this line. Most of time, the contracting state agency will not pay the expenses in advance.

#### Line 59 This Reimbursement (Line 57 minus 58)

The remainder should be the amount due under the grant contract. Request for reimbursement is made through the invoicing process and not through filing of the quarterly or annual report. Any amounts showing here needed to be included in the invoice for reimbursement.

# NONGRANT EXPENSE REPORT (NER) NONGRANT REVENUE REPORT (NRR) AND RECONCILIATION BETWEEN TOTAL NONGRANT AND REIMBURSABLE EXPENSES SCHEDULE A-1, SCHEDULE A-1-Q1-Q4, and SCHEDULE B-1

#### Purpose/Scope

These schedules may be used for the nongrants/unallowable expenses that are not reimbursed/will not be reimbursed by the contracting state agencies.

These schedules should be completed to reconcile expenses per the Total Expense Summary Report (Schedule C) to the trial balance/general ledger when the nongrants/unallowable expenses exist in the grantee's books.

#### Instruction for Schedules A-1. A-1-Q1-Q4. and B-1

The instruction for these schedules A-1, A-1-Q1-Q4, and B-1 are the same as the instructions for Schedule A and B except these expenses will not be reimbursed by the contracting state agency.

Heading sections may be entered as N/A if this heading is not applicable for Nongrant/Unallowable Expense or Revenue.

## TOTAL EXPENSE SUMMARY REPORT Schedule C

#### Purpose/Scope

The Total Expense Summary Report is intended to recap all the direct program expenses in one column, separately identify nongrant/unallowable expenses, and total administrative expenses in other columns, as well as a grand total of all the expenses of the grantee. The amounts in Grand Total Year-to-Date column should tie to the general ledger/trial balance of the grantee/organization.

Schedule C should be only one schedule regardless if there are multiple Schedule As and Bs. The grantee will complete all the schedules at one time and will submit the same schedule to the multiple contracting state agencies if the grantee has received awards from the multiple state agencies.

#### <u>Instruction for Expenses by Object Line-Items</u>

The object line-items are the same as Schedule A. See each line-item instruction in Schedule A.

#### **Instruction for Columns**

#### Total Direct Program Expenses Column

This column is the summary of all the individual programs' cumulative year to date expenses as identified separately under the respective program names in Schedule A.

#### Total Nongrant/Unallowable Expenses Column

The nongrant/unallowable expense column includes the following expenses:

- I. The cumulative year-to-date expenses for all other programs that are not funded by the contracting state agency/agencies.
- II. The cumulative year-to-date expenses for fund-raising activities, if any.
- III. Other cumulative year-to-date expenses that are not allowable for reimbursement according to the terms of the grants or the Federal guidance.

#### Total Administrative Expenses Column

The administrative expenses column is for categorizing the cumulative year-to-date administrative expenses into the Expense by Object. Total Direct Program Expenses (line 21) of this column is the sum of all the line 21s. Line 22 of this column will make line 21 amount to be a credit amount so that Total Direct and Administrative Expenses is showing zero since these

expenses are already claimed in columns Total Direct Program Expenses Year-To-Date and Total Nongrant/Unallowable Expenses Year-To-Date.

#### Grand Total Column

The Grand Total column contains all the cumulative year-to-date expenses for the entire reporting organization. The Grant Total Year-to-Date expenses must be traceable to the reporting organization's general ledger or trial balance.

#### PROGRAM EXPENSE REPORT

Schedul	e A			Page # of # pages:	
Con	tractor/Grantee Name:		**************************************	Report Period:	
	Contracting State Agency: Program Name:		2 2.1		
	Assistance Listing Number/Program Number:			garage and a great strong and	
	Edison Contract Number:		E 19 74 P 47 74		Markey & Dream
	Grant/Contract Term:	Section 1981		La di Silvia di Cirit	of a state tan their
Line			<del></del>		•
Item#	Expense By Object	Quarter To Date	Year To Date	Quarter To Date	Year To Date
1	Salaries and Wages	77.			-
2	Employee Benefits & Payroll Taxes	, ,			
3	Total Personnel Expenses	0.00	0,00	0.00	0,00
4	Professional Fees				
5	Supplies				
6	Telecommunication				
7	Postage and Shipping				
8	-Occupancy-	The hard to be hard to			
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings	7,3		The second second	
13	Interest			La a ser a la companya de la company	
14	Insurance				
15	Grants and Awards	2000			
16	Specific Assistance to Individuals		· · · · · · · · · · · · · · · · · · ·	10 mg 2 g	
17	Depreciation				
18	Other Non-personnel Expenses: (list details in a-d)			Library and the state of the st	- J
a	1				
t	)				
c				B 3 2	
o		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			·
19	Total Non-personnel Expenses	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases	7 1 25 15 15 15 15 15 15 15 15 15 15 15 15 15			
21	Total Direct Program Expenses	0,00	0.00	0.00	0.00
22	Administrative Expenses				
23	Total Direct and Administrative Expenses	0,00	0.00	0.00	0.00
24	In-Kind Expenses				
25	Total Program Expenses	\$ 0.00	\$ 0,00	\$ 0.00	\$ 0,00

#### PROGRAM REVENUE REPORT

#### AND RECONCILIATION BETWEEN TOTAL AND REIMBURSABLE EXPENSES

Schedu	le B			Page # of # Pages:	<u>6 sp. – 2 2 25 m</u>
Con	tractor/Grantee Name:	<u> </u>	4-	Report Period:	
			<del></del>	F	
	Contracting State Agency:			,	
	Program Name:				
	Assistance Listing Number/Program Number:				
	Edison Contract Number:	<u> </u>			The second secon
	Grant/Contract Term:				
Line			•	•	
	Sources Of Révenue	Quarter To Date	Year To Date	Quarter To Date	Year To Date
	Reimbursable Program Funds:				
31	Reimbursable Federal Program Funds (Line 23)				
32	Reimbursable State Program Funds (Line 23)		<del></del>	<del></del>	
33	Total Reimbursable Program Funds	0.00	0.00	0.00	0.00
	· · · · · · · · · · · · · · · · · · ·	1	'		
	Matching Revenue Funds:			•	
-34-	Other Federal Funds				
35	Other State Funds			A THE PARTY OF THE	
36	Other Government Funds	<u> </u>			
37	Cash Contributions (non-government)	The state of the s			
38	In-Kind Contributions (equals line 24)				
39	Program Income				-
40	Other Matching Revenue			e in generalise significación managenta acceptante en en establista constituente.	
41	Total Matching Revenue Funds (lines 34 - 40)	0.00	0,00	0.00	0.00
• •		L		المتنا بريدين بريدي	- <del> </del>
42	Other Program Funds	[		, , , , , ,	· · · · · · · · · · · · · · · · · · ·
				Ċ	
43	Total Revenue (lines 33, 41, & 42)	0.00	0,00	00,0	0.00
	Reconciliation Between Total and Reimbursable Expenses				
51	Total Program Expenses (line 25)	<u></u>		,	
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)			1 J.	
54	Subtract Matching Expenses (equals line 41)	0.00	0,00	0,00	0.00
55	Reimbursable Expenses (line 51 minus lines 52,53,54)	0.00	0.00	0.00	0.00
56	Total Reimbursement To Date				
57	Difference (line 55 minus line 56)	0.00	0.00	0.00	0.00
58 .	Advances				<del></del>
59	This reimbursement (line 57 minus line 58)	\$ 0.00	\$ 0,00	\$ 0,00	\$ 0.00

#### NONGRANT/UNALLOWABLE EXPENSE REPORT

Scheduk	e A-1			Page # of # Pages:	
Cont	tractor/Grantee Name:	E and a second s	F 1	Report Period:	
	Contracting State Agency:				
	Program Name:			Marie Land	2, 2, 1, 2, 2, 2, 2, 2, 3
	Assistance Listing Number/Program Number:	<u> </u>			
	Edison Contract Number:			Later Company	
	Grant/Contract Term:	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		<u> </u>	es en la Maria de
Line					
Item#	Expense By Object	Quarter To Date	Year To Date	Quarter To Date	Year To Date
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses	0.00	0.00	0.00	0.00
4	Professional Fees			4	
5	Supplies				
6	Telecommunication	,			-
7	Postage and Shipping				
8	-Occupancy				
9	Equipment Rental and Maintenance		-		,
10	Printing and Publications	7			
11	Travel				
12	Conferences and Meetings	I.			
13	Interest			-12	
14	Insurance			_	
15	Grants and Awards	3,2,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,1,			
16	Specific Assistance to Individuals				
17	Depreciation	100			
18	Other Non-personnel Expenses: (list details in a-d)				
E				,	
Ė					
c				<u> </u>	
C			·		
19	Total Non-personnel Expenses	0.00	00,00	0.00	0.00
20	Reimbursable Capital Purchases			A December 1	
21	Total Direct Program Expenses	0.00	0,00	0.00	0.00
22	Administrative Expenses				
23	Total Direct and Administrative Expenses	0,00	0,00	0,00	0,00
24	In-Kind Expenses				:
25	Total Nongrant Program Expenses	\$ 0,00	\$ 0,00	\$ 0.00	\$ 0,00

#### NONGRANT/UNALLOWABLE REVENUE REPORT

#### AND RECONCILIATION BETWEEN TOTAL AND REIMBURSABLE EXPENSES

Schedul	e B-1			Page # of Pages:	
Con	tractor/Grantee Name:	* * * * * * * * * * * * * * * * * * *		Report Period:	
	Contracting State Agency:		<del></del>		
	Program Name:		-		
	Assistance Listing Number/Program Number:				4, 2, 2, 3
	Edison Contract Number:		2		The second se
	Grant/Contract Term:				
Line					
ltem#	·	Quarter To Date	Year To Date	Quarter To Date	Year To Date
	Reimbursable Nongrant Funds:			p	
31	Reimbursable Federal Program Funds (Line 23)			•	- <del></del>
32	Reimbursable State Program Funds (Line 23)			<u>, , , , , , , , , , , , , , , , , , , </u>	
33	Total Reimbursable Nongrant Funds	0,00	_ 0,00]	0.00	- ~ 0.00
	Matching Revenue Funds:			harmen de de la companya del companya del companya de la companya	
34	Other Federal Funds				<del></del>
<b>35</b> ,	Other State Funds				
36	Other Government Funds				
37	Cash Contributions (non-government)				
38	In-Kind Contributions (equals line 24)				
39	Program Income				
40	Other Matching Revenue	1 2 2	_		
41	Total Matching Revenue Funds (lines 34 - 40)	0.00	0,00]	0.00	0.00
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)	0,00	0.00	0,00	0,00
,,				<u></u>	
	Reconciliation Between Total and Reimbursable Expenses				<del></del>
51	Total Nongrant Expenses (line 25)				· · · · · · · · · · · · · · · · · · ·
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				·
54	Subtract Matching Expenses (equals line 41)	0.00	0.00	0,00	0,00
55	Reimbursable Expenses (line 51 minus lines 52,53,54)	0,00	0.00	0,00	0.00
56	Total Reimbursement To Date				
57	Difference (line 55 minus line 56)	0.00	0,00	0.00	. 0.00
58	Advances				
59	This reimbursement (line 57 minus line 58)	\$ 0.00	\$ 0,00	\$ 0,00	\$ 0.00

## STATE OF TENNESSEE TOTAL EXPENSE SUMMARY REPORT

Schedul	le C			Page # of # Pages:	
Con	ntractor/Grantee Name:	<u> </u>		Report Period:	7. B
Line . Item #	Expense By Object	Total Direct Program Expenses Year To Date	Total Nongrant/Unallowable Expenses Year To Date	Total Administrative Expenses Year To Date	Grand Total Year To Date
1	Salaries and Wages				5 0.00
2	Employee Benefits & Payroll Taxes			* .	0.00
3	Total Personnel Expenses	0.00	0.00	0,00	
4	Professional Fees		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1.00	, , 0.00
5	Supplies	Land Brown Brown Brown	A The Gordan A		v
6	Telecommunication				0.00
7	Postage and Shipping				0.00
8	Occupancy				0,00
9	Equipment Rental and Maintenance		5 7 7 7		
10	Printing and Publications			, 5	25 m c 1 1 5 0.00
11	Travel	a to the same and the			0.00
12	Conferences and Meetings		-	and the second	0.00
13	Interest				0,00
14	Insurance	A STATE OF THE STA	Section 18		
15	Grants and Awards	LAST Prop. T. Company Sept.			. 0.00 ج المحتود المحت
16	Specific Assistance to Individuals				5 - 5 - 6 - 6 - 6 - 6 - 6 - 6 - 6 - 6 -
17	Depreciation				7 . 7
18	Other Non-personnel Expenses: (list details in a-d)		•		
ē				1 + 2 S 45.	0.00
t					5 , 5 → 0.00 l
- 0					0.00
		ar.	3.75		
19	Total Non-personnel Expenses	0.00	0.00	0.00	0.00
20	Reimbursable Capital Purchases	Jake of the same of	5734 1737 AT 22-31 E		0.00
21 .	Total Direct Program Expenses	0.00	0.00	0.00	0.00
22	Administrative Expenses				0.00
23	Total Direct and Administrative Expenses	0.00		0,00	
24	In-Kind Expenses		1		0.00

\$ 0.00

\$ 0.00

In-Kind Expenses
Total Expenses

24 25

· \$ 0.00

,0.00

\$ 0.00

Speedchart	User Code	Project ID	Amount (\$)
	<del></del>		
·		i	
<del></del>	<del></del>		
			<del> </del>
<del></del>			<u> </u>
Section 4: Authorize	d Signatures		
ontractor/Grantee Aut	horization TDH P	rogram Authorization	TDH Accounts Authorization
lame:	Name:	<u></u>	Name:
Date:			Date:
Signature:	Signat	ure:	Signature:

#### Attachment 5

#### Annual (Final) Report\*

1. Grantee Name:

2. Grant Contract Edison Number:	
3. Grant Term:	
J. Grant Amount:	
	on of program goals, outcomes, successes and setbacks, progress, any activities that were not completed)
Submit one copy to:	
TN Department of Health; Shannon Velasqu	ez, shannon.velasquez@tn.gov; and
faaudit@tn.gov - TN Department of Finance	and Administration

#### RESOLUTION OF THE GILES COUNTY BOARD OF COMMISSIONERS 2025 -38 AUTHORIZING THE AMENDMENT OF THE 2025-2026 BUDGET



#### **COUNTY GENERAL FUND 101**

COUNTY	SENER	RAL FUND 101			
				DR	CR
		Non-Profit Contributio	ns		
55590	316	Contributions- STAAR Theater	5		5,000.00
55590		Contributions- Stank Meader  Contributions- Child Development Cent	or		5,000.00
		Contributions- The Shelter	e.		5,000.00
55590					
56300		Contributions- Senior Center			20,000.00
58190	316	Contributions- Chamber of Commerce		70 <b>700 0</b> 0	24,700.00
39000		Fund Balance		59,700.00	
		ARP Local Health Capital Invest Additional Award	ment Grant		
58832	707	Building Improvements			176,379.00
47402		American Rescue Plan Act #2		176,379.00	•
		ADDA Library Broadband Bos	du Caamb		
58841	700	ARPA Library Broadband Rea  Other Equipment	dy Grant		65,720.00
	/50	American Rescue Plan Act Grant A		CE 720 00	03,720.00
47406		American Rescue Plan Act Grant A		65,720.00	
				301,799.00	301,799.00
				<u></u>	•
General C	apital	Projects Fund 171			
		TEMA/Public Assistan	re		
91190	700		<b></b>		60,216.49
	700	Communication Equipment		60 216 40	00,210.45
47235		Homeland Security Grants		60,216.49	
				60,216.49	60,216.49
					·
				<b>County Executive</b>	
		Attest:			
		Courte Clark			
		County Clerk			
		Sponsor:			
		Matt Rubelsky			
		ı			

Giles County Board of Education Budget Amendments 25-26 General Purpose School Fund

## 2025-39

Page 1



Account Code	Description	D-kh Com	114
Code	Description	Debit Cred	310
Fund 141	General Purpose School		
	Carryover		
	Public School Security Grant		
72620-701-SAFE	Administration Equipment		23,116.88
46980-SAFE	Other State Grants	23,116.88	
	FY26 Public School Security Grant		
72620-701-SAFE	Administration Equipment		70,903.09
46980-SAFE	Other State Grants	70,903.09	. 0,505.05
	Pre-K to align with State		
73400-355	Travel	2,000.00	
73400-524	In-Service/Staff Development	2,000.00	2 000 00
75400-524	III-service/stail bevelopment		2,000.00
	LEAPs to algin with State		
73300-116	Teachers		1,500.00
73300-163	Educational Assistants		2 <b>,5</b> 57.00
73300-201	Social Security		658.42
73300-204	State Retirement		620.26
73300-212	Employer Medicare		237.19
73300-355	Travel		0.34
73300-429	Instructional Supplies & Materials	2,742.21	
73300-499	Other Supplies & Materials	2,000.00	
73300-524	In-Service/Staff Development	819.00	
73300-599	Other Charges	12.00	
	Special Education		
71200-171	Speech Pathologist		47,308.00
71200-201	Social Security		2,933.00
71200-201	State Retirement		3,780.00
71200-204	Employer Medicare		686.00
71200-212	Retirement - Hybrid		478.00
72220-312	Contracts with Private Agencies	55,185.00	470.00
	CCEIS Transfer In	•	
40000		2,317.50	
49800	Operating Transfers In	2,317.30	2 247 50
72130-524	In-Service/Staff Development		2,317.50
	•	450 450 450	450 005 60
		159,095.68	159,095.68
		County Executive	
Attest:			
County Clark	<del>-</del>		
County Clerk			
Sponsor:			
Judy Pruett			

#### RESOLUTION NO. 2025- 40

#### A RESOLUTION OF THE GILES COUNTY COMMISSION TO STREAMLINE THE LEGISLATIVE BODY



WHEREAS, TCA § 5-5-102(a)(1) permits counties to have between nine and twenty-five commissioners, giving this body clear authority to set its own size within those limits; and

WHEREAS, Giles County currently operates with twenty-one commissioners—three per district—a structure that has proven cumbersome, inefficient, and prone to gridlock; and

WHEREAS, experience shows that a body this large, with seven-member committees, often leads to duplication of effort, diluted accountability, and an inability to act decisively on urgent priorities; and

WHEREAS, best practices across Tennessee counties demonstrate that two commissioners per district deliver effective representation while allowing for a more agile, responsive, and disciplined governing body; and

WHEREAS, streamlining the Legislative Body will strengthen committees, improve accountability, and restore the capacity to make timely, well-informed decisions in the public interest.

#### NOW, THEREORE, BE IT RESOLVED BY THE GILES COUNTY COMMISSION:

**SECTION 1:** In all future commissioner election years, Giles County shall elect two (2) commissioners from each of the seven (7) districts, establishing a county legislative body of fourteen (14) members.

**SECTION 2:** All commissioners shall be elected at large within their respective district, and the two candidates receiving the highest number of votes in each district shall be declared elected.

SECTION 3: This plan shall take effect beginning with the 2026 county general election, and the fourteen (14) duly elected commissioners shall assume office and constitute the Giles County Commission on September 1, 2026, and for all successive election cycles thereafter.

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 adopte	ed this 15th day of Septem	nber 2025.	
			•	
	G. S. Sto	we, County Executive		
TTEST:		SPONSORS:		
County Clerk			Matthew Hopkins	