

**TO THE HONORABLE MEMBERS OF THE BOARD OF COMMISSIONERS
GILES COUNTY, TENNESSEE**

I HEREBY SUBMIT THE FOLLOWING REPORT

June 26, 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 May 19, 2025, Regular Session of the Giles County Legislative Body

Address Commission

EDC Director

PUBLIC COMMENTS

ELECTIONS

Notaries Public at Large

New: Christine Cash, Jennifer L. Daugherty, Clint D. King, Sarah C. Mixon, Robert W. Pogue

Re-Elections: Katelynn Kay Adcock, Kathy M. Bassham, Karla T. Braden, Marty C. Brooks, Jesse R. Busby, Jay M. Butler, Laura Bevin Collins, Zena Dickey, Paula J. Gatlin, D Green, Christine L. Judkins, Patricia K. Lochridge, Dusty A. Owens, Remonia E. Randolph, Patrice L. Simmons Massey, Allyson B. Tinnon

REPORTS

1. Legislative Committee Rule 1 Change
2. Finance Director, (April 2025 and May 2025) report which includes the following: Giles County General Fund, Drug, American Rescue Plan, Probation Fund, Highway, School, Federal, Food Service, Debt Service, Capital Projects, Highway Capital Projects, Education Capital Projects, Education Capital #2, Other Capital Projects
3. Mutual Aid Bill Public Chapter 193 – SB0660/HB0737 for County Clerks
4. Giles County Financial Management Policies and Procedures Manual (on file in County Clerk's office)

AGREEMENTS, CONTRACTS, AND GRANTS

1. Governmental Grant Contract: Public Assistance Grant award for cost incurred during FEMA-4514-DR-TN. Term: January 1, 2020 to May 11, 2026

RESOLUTIONS

Amendments

- | | |
|---------|--|
| 2025-24 | Authorizing the amendment of the 2024-2025 Budget, Giles County General Fund 101 |
| 2025-25 | Authorizing the amendment of the 2024-2025 Budget, Giles County Highway Fund 131 |
| 2025-26 | Authorizing the amendment of the 2024-2025 Budget, Giles County BOE, General Purpose School Fund 141, Fund 143 Cafeteria |

Resolutions

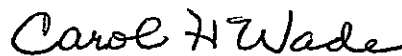
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|---------|--|
| 2025-27 | Naming a bridge on Pigeon Roost RD over Pigeon Roost Creek Bridge No. #28-01904-4.40, the James Robert (Red) Newton Memorial Bridge |
| 2025-28 | Making Appropriations to Nonprofit Charitable Organizations of Giles County, Tennessee for the fiscal year beginning July 1, 2025 and ending June 30, 2026 |
| 2025-29 | Making Appropriations for the various funds, departments, institutions, offices and Agencies of Giles County, Tennessee, for the year beginning July 1, 2025, and ending June 30, 2026 |
| 2025-30 | Fixing the tax levy in Giles County, Tennessee for the fiscal year beginning July 1, 2025 |
| 2025-31 | Approving the uncollectable patient accounts for the Giles County Ambulance Service |

Unfinished Business

New Business

Announcements

Respectfully submitted this 18th day of June, 2025.



Giles County Clerk

Legislative Committee Report: The following rule change is proposed:

RULE I - BOARD SESSIONS

1.1 The County Commission shall meet **at 9am** on the third Monday of each month except for June which will be on the last Thursday of the month; there will be no regularly scheduled meeting in December. Should the third Monday fall on a legal holiday, the Chairman or Clerk shall adjourn the Board over until the following day, making proper records on the minutes.

~~1.2 The County Commission shall meet at 5:00pm for the months April through September and 9:00am for the months October through March.~~

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 MAY 2025

received
06/17/2025 aw

ACCOUNT	BALANCE LAST	RECEIPTS	DISBURSEMENTS	COMMISSION	TRANSFER		BALANCE
	REPORT				DB	CR	
GENERAL	12,169,918.34	1,053,155.33	1,991,717.44	9,057.51			11,222,298.72
DRUG	137,233.36	1,624.50	-				138,857.86
AMER RESCUE PLAN	-						-
PROBATION FUND	28,331.72		667.50				27,664.22
HIGHWAY	3,330,034.39	269,576.19	359,127.35	2,933.29			3,237,549.94
SCHOOL	13,326,667.48	771,673.43	3,664,690.93	11,765.46			10,421,884.52
FEDERAL	674,576.92	271,149.88	301,517.41				644,209.39
FOOD SERVICE	1,533,561.32	377,972.54	320,028.40				1,591,505.46
DEBT SERVICE	858,167.00	31,973.75	-	319.74			889,821.01
CAPITAL PROJECTS	2,464,332.45	77,902.00	102,958.57				2,439,275.88
HWY CAPITAL PROJ	-						-
EDUC CAPITAL PROJ	303,789.74		-				303,789.74
EDUC CAPITAL #2	7,568,638.91	-	277,705.55				7,290,933.36
OTHER CAPITAL PROJ	3,623,688.58	135,001.69	-	1,350.02			3,757,340.25
TOTALS	46,018,940.21	2,990,029.31	7,018,413.15	25,426.02	-	-	41,965,130.35

Respectfully submitted,

Beth Moore-Summers

Beth Moore-Summers, Finance Director

TO THE BOARD OF COMMISSIONERS OF GILES COUNTY, TENNESSEE

received
06/17/2025 CW

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

ACCOUNT	BALANCE LAST	RECEIPTS	DISBURSEMENTS	COMMISSION	TRANSFER		BALANCE
	REPORT				DB	CR	
GENERAL	12,713,453.08	985,009.31	1,519,436.74	9,107.31			12,169,918.34
DRUG	125,800.10	13,213.26	1,780.00				137,233.36
AMER RESCUE PLAN	-						-
PROBATION FUND	30,585.56		2,253.84				28,331.72
HIGHWAY	3,613,328.20	279,647.61	559,728.23	3,213.19			3,330,034.39
SCHOOL	12,815,476.69	3,807,010.56	3,283,344.42	12,475.35			13,326,667.48
FEDERAL	662,772.46	237,244.49	225,440.03				674,576.92
FOOD SERVICE	1,556,977.75	268,071.87	291,488.30				1,533,561.32
DEBT SERVICE	826,000.46	32,996.51	500.00	329.97			858,167.00
CAPITAL PROJECTS	2,519,811.06	-	55,478.61				2,464,332.45
HWY CAPITAL PROJ	-						-
EDUC CAPITAL PROJ	332,706.85		28,917.11				303,789.74
EDUC CAPITAL #2	7,770,378.01	-	201,739.10				7,568,638.91
OTHER CAPITAL PROJ	6,136,795.37	128,174.97	2,640,000.00	1,281.76			3,623,688.58
TOTALS	49,104,085.59	5,751,368.58	8,810,106.38	26,407.58	-	-	46,018,940.21

Respectfully submitted,

Beth Moore-Summers

Beth Moore-Summers, Finance Director



State of Tennessee
PUBLIC CHAPTER NO. 193

received
06/05/2025

CW

HOUSE BILL NO. 737

By Representatives Vital, Howell, Hawk, Crawford, McCalmon, Bricken, Davis, White

Substituted for: Senate Bill No. 660

By Senators Hensley, Hatcher, Lowe, Powers

AN ACT to amend Tennessee Code Annotated, Title 55, Chapter 4 and Section 55-6-101, relative to vehicle registrations.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Section 55-4-101, is amended by designating subsection (c) as subdivision (c)(1) and adding the following new subdivisions:

(2) Notwithstanding another law to the contrary, in the event of a public health emergency, natural disaster, or other temporary office closure, a county clerk may request a county clerk in a contiguous county for assistance with vehicle registrations, renewal of registrations, and services pursuant to § 55-6-104(a)(1). The request must be in writing and delivered to the county clerk by standard mail or electronic mail, and must specify a period of time for which assistance is requested. Upon receiving a request for assistance, the county clerk may complete vehicle registrations, renewal of registrations, and services pursuant to § 55-6-104(a)(1) for the time period set forth in the request. The county clerk who aids the requesting county clerk shall not collect county-specific motor vehicle privilege taxes, as applicable. The aiding county clerk shall provide the requesting county clerk with a report of vehicles registered during the period of assistance if such report is requested for tax collection purposes. The aiding county clerk shall collect any local sales and use taxes at the rate applicable to the county providing aid. The aiding county clerk shall remit such taxes to the department in accordance with § 55-6-105. Subject to § 67-6-710(b)(2) and upon written notification from the aiding county clerk, the department shall designate the proceeds of the local sales and use tax for allocation to the county providing aid. The aiding county shall provide written notice to the department not later than the date upon which the aiding county is required to remit such taxes under § 55-6-107(b). Taxes collected by a county providing aid under this subdivision (c)(2) must not be refunded to offset rate disparities between the county providing aid and the county requesting aid.

(3) For issuing certificates of registration and registration plates, for transferring registration plates from one (1) motor vehicle to another and issuing a certificate for the same, for accepting for surrender certificates of registration and registration plates, for each set of registration plates and certificates of registration, a county clerk providing aid pursuant to subdivision (c)(2) is entitled to charge to and receive from applicants the sum of two dollars and fifty cents (\$2.50) as required under § 55-6-104(a)(1).

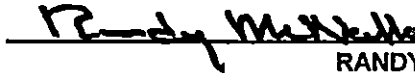
SECTION 2. This act takes effect upon becoming law, the public welfare requiring it.

HOUSE BILL NO. 737

PASSED: March 31, 2025



CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES



RANDY MCNALLY
SPEAKER OF THE SENATE

APPROVED this 11th day of April 2025



BILL LEE, GOVERNOR



GOVERNMENTAL GRANT CONTRACT

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

received
06/13/2025

Begin Date 01/20/2020	End Date 05/11/2026	Agency Tracking # 34101-37225	Edison ID 66504-51926
Grantee Legal Entity Name GILES COUNTY			Edison Vendor ID 4199
Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Assistance Listing Number 97.036	
		Grantee's fiscal year end June 30th	
Service Caption (one line only) PUBLIC ASSISTANCE GRANT AWARD FOR COST INCURRED DURING FEMA-4514-DR-TN			
Funding —			
FY	State	Federal	Interdepartmental
2025		57,349.04	
TOTAL:		57,349.04	
TOTAL Grant Contract Amount 57,349.04			
Grantee Selection Process Summary			
<input type="checkbox"/> Competitive Selection			
<input checked="" type="checkbox"/> Non-competitive Selection			
This contract is in the best interest of the State. It is in accordance with the Federal Emergency Management Agency, Public Assistance (PA) program, established by the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §5121 et seq. as amended. The PA program provides financial and other forms of assistance to State and local governments and certain Private Nonprofit organizations to support response, recovery, and mitigation efforts following Presidentially declared major disasters and emergencies. This grant expedites economic recovery following major disasters by providing affected grantees a means of recovering portions of the monies expended during and following the major disaster in emergency protection and recovery efforts to public infrastructure. The Grants are not competitive; any eligible entity may receive funding. The grantee will follow the Code of Federal Regulations 44.13.36, applicable Office of Management and Budget circulars, and state and local procurement laws.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.		CPO USE - GG	
Adrienne Rhodes		EXECUTED	
Digitally signed by Adrienne Rhodes Date: 2025.05.22 08:30:57 -05'00'		5/22/2025	
Speed Chart (optional)	Account Code (optional) 71301000	ESM	

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" or the "Grantor State Agency" and Giles County, hereinafter referred to as the "Grantee," is for the provision of public assistance pursuant to Presidential Disaster Declaration number FEMA-4514-DR-TN for COVID-19 beginning January 20, 2020, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4199

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. This Grant will be in accordance with the Project Application Summary (P.2) which identifies all projects, including Scope of Work, as approved by the Federal Emergency Management Agency (FEMA), to complete repairs and/or replacement to facilities damaged as a result of the above named Presidential Disaster Declaration.
- A.3. This Grant incorporates the Project Application Summary (P.2) as a part of the Grant Budget. The Grant Budget, as may be amended, will identify on the Grant LINE-ITEM DETAIL FOR: Professional Fee/ Grant & Award page, the FEMA project number, version number, whether line item project(s) is "Small Project(s)" and/or "Large Project(s)", description and total line project amount.
 - a. Line item project(s) that indicate(s) a total line item project amount less than one hundred thirty-one thousand, one hundred dollars (\$131,100.00) and FEMA approved before August 3, 2022 shall be "Small Project(s)".
 - b. Line item project(s) that indicate(s) a total line item project amount less than one million dollars (\$1,000,000.00) and FEMA approved on or after August 3, 2022 shall be "Small Project(s)".
 - c. Line item project(s) that indicate(s) a total line item project amount equal to or greater than one hundred thirty-one thousand, one hundred dollars (\$131,100.00) and FEMA approved before August 3, 2022 shall be "Large Project(s)".
 - d. Line item project(s) that indicate(s) a total line item project amount equal to or greater than one million dollars (\$1,000,000.00) and FEMA approved on or after August 3, 2022 shall be "Large Project(s)".

These project(s) will be in accordance with 44 Code of Federal Regulations (CFR) §206.203 and the Federal-State agreement. Each line item "Small Project" exceeding the threshold of FEMA-Specified Written Dollar Amount (\$Number) as identified in either A.3.a. or A.3.b shall be converted to a "Large Project" and the Grantee shall follow the regulations for a "Large Project". The State will maintain current documentation and inform each Grantee in writing as to whether the Grant represents "Small Project(s)" and/or "Large Project(s)".

- A.4. The grantee must comply with 2 Code of Federal Regulations §200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. §200), and

44 Code of Federal Regulations §206, Subpart G, Public Assistance Project Administration (44 C.F.R. §206).

- A.5. State and FEMA notification and approval must be gained:
- a. Prior to budget revisions which would result in a need for additional funds;
 - b. Prior to a change in the scope of work, regardless of the budget implications; and
 - c. As soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion.
- A.6. Grantee will be required to submit Quarterly Progress Reports for each Large Project as defined in A.3. on the 10th of the month following the end of each quarter. For January-March Quarter, report is due April 10th, for April-June, report is due July 10th, for July-September, report is due October 10th, and for October-December, report is due January 10th. These progress reports must be signed by the Applicant Agent – not the project's Point of Contact (POC) – unless the State has notification from the Applicant's Agent stating the POC's signature is acceptable for the duration of the project.

NOTE: REQUESTED FUNDS MAY BE WITHHELD IF THE QUARTERLY REPORT IS NOT SUBMITTED.

- A.7. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment 2, is incorporated in this Grant Contract.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective on January 20, 2020 ("Effective Date") and ending on May 11, 2026, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

- B.2. Federal Preaward Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal preaward authority. Federal preaward authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be predicated wholly or in part on the State's exercise of federal preaward authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:

- a. With regard to the Grantee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:
 - (1) Activities that are reasonably related to the Scope of Services;
 - (2) Activities in whose absence the Scope of Services could not be completed or performed; and
 - (3) Activities that meet the relevant federal agency's requirements for reimbursement under federal preaward authority.
- b. The Grantee understands the federal preaward authority system and its relation to this Grant Contract.
- c. Preaward authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate

funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will be eligible for inclusion in a federally funded project.

- d. It is the Grantee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.
- e. To the extent that this Grant Contract is funded through federal preaward authority, the State's obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:
 - (1) the Grantee fails to comply with the grantor federal agency's policies and regulations;
 - (2) the relevant federal agency fails or refuses to finalize a grant; or
 - (3) the relevant federal agency refuses to reimburse specific expenses incurred under preaward authority.
- f. The start date of the State's federal preaward authority is January 20, 2020.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed fifty-seven thousand, three hundred forty-nine dollars and 04/100 (\$57,349.04) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Emergency Management Agency
Public Assistance Office
3041 Sidco Drive
Nashville, TN 37204

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
 - (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.

- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Department of Military, Tennessee Emergency Management Agency
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

- a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.
 - i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.
 - ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

- b. 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 (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - c. 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.
 - d. 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.
 - e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of 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. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the

Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

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

D. STANDARD TERMS AND CONDITIONS:

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

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

The State:

Jessica Burr, State Public Assistance Manager
Tennessee Emergency Management Agency
Recovery Division
3041 Sidco Drive
Nashville, TN 37204
jessica.burr@tn.gov
Telephone # (629) 250-1047

The Grantee:

Graham Stowe, County Executive
Giles County
222 W Madison Street
Pulaski, TN 38478
gstowe@gilescountyttn.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. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For

grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. 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 five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

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

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

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

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

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

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

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the

requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

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

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here:
http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal 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. 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. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Compliance with Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title IV of 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.
- E.3. The Grantee agrees to seek recovery of all funds that are expended in alleviating the damages and suffering caused by this major disaster against any party or parties whose negligence or other tortious conduct may have caused or contributed to the damage or hardship for which Federal assistance is provided pursuant to the Presidential declaration of this major disaster. FEMA will treat such amounts as duplicated benefits available to the Grantee in accordance with 42 U.S.C. § 5155 and 44 CFR 206.

- E.4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.5. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.6. Equal Opportunity. As a condition for receipt of grant funds, the Grantee agrees to comply with 41 C.F.R. § 60-1.4 as that section is amended from time to time during the term.
- E.7. Contract Work Hours and Safety Standard Act. As a condition for receipt of grant funds, the Grantee agrees to comply with the Contract Work Hours and Safety Standard Act at 40 U.S.C. § 3701 et seq., as that section is amended from time to time during the term.
- E.8. Clean Air Act and Federal Water Pollution Control Act. The Grantee agrees if the federal award is in excess of \$150,000.00 to comply with the Clean Air Act, (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act, (33 U.S.C §§ 1251-1387) as those sections are amended from time to time during the term. Violations must be reported to the Federal Emergency Management Agency and the Regional Office of the Environmental Protection Agency.
- E.9. Procurement of Recovered Materials. The Grantee must comply with CFR 200.322 which has information pertaining to Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recover; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The requirement shall make maximum use of products containing recovered materials that are Environmental Protection Agency (EPA) designated items unless the product cannot be acquired:
- a. Competitively within a timeframe providing for compliance with the grant contract performance schedule.
 - b. Meeting grant contract performance requirements; or
 - c. At a reasonable price.
- Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- E.10. Use of Department of Homeland Security (DHS) Seal, Logo, and Flags. The Grantee must obtain permission from Department of Military, Tennessee Emergency Management Agency, Public Assistance Office prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

E.11. Program Fraud and False or Fraudulent Statements or Related Acts. Grantees must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

E.12. Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

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

(1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:

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

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

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.

- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

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

IN WITNESS WHEREOF,

GILES COUNTY:



20 May 2025

GRANTEE SIGNATURE

DATE

GRAHAM STOWE, COUNTY EXECUTIVE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:

Jason Glass

Digitally signed by Jason Glass

Date: 2025.05.22 10:46:31

-05'00'

WARNER A. ROSS, II, MAJOR GENERAL

THE ADJUTANT GENERAL, MILITARY DEPARTMENT

DATE

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

____ Linda _____	Digitally signed by Linda
Signature	C.Crawford FOR Jason W.
C.Crawford FOR	Glass
____ Jason W. Glass _____	Date: 2025.05.20
Date	15:48:41 -05'00'

Reviewed by Dept of Military Civil Rights Title VI Officer

ATTACHMENT 1
Page 1

GRANT BUDGET				
GILES COUNTY Presidential Disaster Declaration number FEMA-4514-DR-TN for COVID-19 beginning January 20, 2020.				
The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period: <div> BEGIN: 01/20/2020 END: 05/11/2026 </div>				
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH³	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award ²	57,349.04	0.00	57,349.04
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	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	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	0.00	0.00	0.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	0.00	0.00	0.00
	GRAND TOTAL	57,349.04	0.00	57,349.04

¹ 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-11/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office-cpo-library-.html>).

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

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

ATTACHMENT 1
Page 2

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
PA-04-TN-4514-PW-00029 (0) Small Project Category B	5,287.00
PA-04-TN-4514-PW-00029 (1) Small Project Category B	0.00
PA-04-TN-4514-PW-00087 (0) Small Project Category B	11,447.44
PA-04-TN-4514-PW-00087 (1) Small Project Category B	6,814.74
PA-04-TN-4514-PW-00101 (0) Small Project Category B	19,652.59
PA-04-TN-4514-PW-00101 (1) Small Project Category B	14,147.27
TOTAL	57,349.04

Report Generated on:	02/09/2021 19:06
Data Captured As Of:	02/09/2021 19:06
Disaster Number:	4514
Bundle:	PA-04-TN-4514-PW-00029
Applicant:	055-99055-00

Capture Date: 02/09/2021 19:06

Federal Emergency Management Agency

Project Application Grant Report (P.2)

Disaster: FEMA-4514-DR-TN

Number of Records: 1

Applicant ID: 055-99055-00
 Bundle # : PA-04-TN-4514-
 PW-00029(11)

Applicant: GILES (COUNTY)

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-04-TN-4514-PW-00029(0)	B	N	10-02-2020	5,287.00

Facility Number:

1

Facility Name:

Damage # 402446; Emergency Protective Measures (Damage for Project [151582] COVID 19 response)

Location:

222 W Madison Street, PO Box 678, Pulaski, Tennessee 38478

Scope of Work:

402446 Damage for Project [151582] COVID 19 response

Work Completed - Streamlined COVID-19 Application

In response to the COVID-19 Public Health Emergency, the applicant utilized force account materials in taking the Emergency Protective Measures to Giles County.

Cost share for this version is 75%. All work and costs in this project fall between 06/30/2020 and 08/30/2020.

FEMA will not approve PA funding that duplicates funding by another federal agency, including the U.S. Department of Health and Human Services or Centers for Disease Control and Prevention.

Giles County:

- a. Purchased PPE and supplies for healthcare, first responders and local office personnel. PPE included folding tables, disposable coveralls, Clorox spray, purple nitrile, thermometers, Procedure Mask Earloops, N95 Mask, Pro wipes, Surgical gowns and hand sanitizer in response to COVID-19.

Work Completed Total:

- a. Force Account Materials: \$5,287.00

Total Damage Inventory: \$5,287.00

Project Notes:

1. Scope and cost were developed based on applicant cost summaries and certification included in the Schedule EZ - Small Project Estimate.
2. This project is limited to cost claimed in the Schedule EZ of the Applicant's Streamlined Project Application. Additional activities listed in Section II, that do not have associated cost claimed, may be submitted in a future project or version.

Capture Date: 02/09/2021 19:06

Federal Emergency Management Agency

Project Application Grant Report (P.2)

Disaster: FEMA-4514-DR-TN

Number of Records: 1

3. As per invoices provided, cost was updated from the initial claim of \$ \$5,252.88 to \$5,287.00. See attachment: Validation Summary Sheet 151582 DR4514-TN Giles County.

1 PW	PWs (\$)	Subgrantee Admin Exp. (\$)	Total (\$)
Amount Eligible (\$)	5,287.00	0.00	5,287.00
Federal Share (\$)	3,965.25	0.00	3,965.25

Report Generated on:	05/05/2021 01:27
Data Captured As Of:	05/05/2021 01:27
Disaster Number:	4514
Bundle:	PA-04-TN-4514-PW-00029
Applicant:	055-99055-00

Capture Date: 05/05/2021 01:27

Federal Emergency Management Agency
Project Application Grant Report (P.2)
Disaster: FEMA-4514-DR-TN

Number of Records: 1

Applicant ID: 055-99055-00
 Bundle # : PA-04-TN-4514-
PW-00029(30)

Applicant: GILES (COUNTY)

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-04-TN-4514-PW-00029(1)	B	Y	10-02-2020	0.00

Facility Number:

1

Facility Name:

Damage # 402446; Emergency Protective Measures (Damage for Project [151582] COVID 19 response)

Location:

Scope of Work:

1 PW	PWs (\$)	Subgrantee Admin Exp. (\$)	Total (\$)
Amount Eligible (\$)	0.00	0.00	0.00
Federal Share (\$)	1,321.75	0.00	1,321.75

Report Generated on:	03/17/2022 17:15
Data Captured As Of:	03/17/2022 17:15
Disaster Number:	4514
Bundle:	PA-04-TN-4514-PW-00087
Applicant:	055-99055-00

Capture Date: 03/17/2022 17:15

Federal Emergency Management Agency
Project Application Grant Report (P.2)
Disaster: FEMA-4514-DR-TN

Number of Records: 1

Applicant ID: 055-99055-00
Bundle # : PA-04-TN-4514-
PW-00087(73)

Applicant: GILES (COUNTY)

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-04-TN-4514-PW-00087(0)	B	N	10-02-2020	11,447.44

Facility Number:

1

Facility Name:

Damage # 448887; Emergency Protective Measures (Damage for Project [177020] Giles County COVID 19 Re

Location:

222 W Madison Street, PO Box 678, Pulaski, Tennessee 38478

Scope of Work:

448887 Damage for Project [177020] Giles County COVID 19 Response #3

Work Completed

The federal cost share for this project is 100% for all work that falls between the dates of 03-15-2020 to 03-11-2021

The applicant utilized force account materials to perform emergency protective measures in the way of:

- A. Provided the Provision, Prepositioning, Movement and distribution of Supplies and Commodities. To include:
 - a. Disinfection/Sanitization Supplies
 - b. Social Distancing Materials
 - c. Medical Supplies
 - d. Oxygen
 - e. Traffic Control Supplies for testing sites
 - f. Temperature Screening Supplies
 - g. PPE to include
 - i. Medical gloves and masks

Work Completed Totals

- 1. Materials - \$36,779.11

Work Completed Total: \$36,779.11

Determination Memo Reduction: (\$25,331.67)

Work Completed Total: \$11,447.44

Project Notes:

1. A determination memo in the amount of \$25,331.67 was issued for this project, see uploaded file 4514-TN - Giles County - DM 16565 - PROJ 177020.pdf
2. On April 1, 2020, a Major Disaster Declaration DR-4514 for the State of Tennessee. This authorized FEMA funding for emergency protective measures under Stafford Act 403 necessary to respond to the urgent COVID-19 crisis.
3. The supplied cost information was reviewed per applicant supplied documentation and is represented within attachment: 177020 - 4514DR-TN - Cost Summary_Post-DM.xlsx

Capture Date: 03/17/2022 17:15

Federal Emergency Management Agency

Project Application Grant Report (P.2)

Disaster: FEMA-4514-DR-TN

Number of Records: 1

4. FEMA will only reimburse for PPE/medical supplies, equipment and protective measures that is necessary to prevent the spread of infection as directed by public health officials not to exceed the duration of the HHS public health emergency declaration for COVID-19.

5. Streamlined Application listed additional activities performed, however back up documentation only provided costs for materials purchased (Disinfection/Sanitization Supplies, Social Distancing Materials, Medical Supplies, Oxygen, Traffic Control Supplies, Temperature Screening Supplies, PPE to include gloves and masks, technology, and testing site materials.

1 PW	PWs (\$)	Subgrantee Admin Exp. (\$)	Total (\$)
Amount Eligible (\$)	11,447.44	0.00	11,447.44
Federal Share (\$)	11,447.44	0.00	11,447.44

Capture Date: 04/09/2024 04:08

Federal Emergency Management Agency
Project Application Grant Report (P.2)
Disaster: FEMA-4514-DR-TN

Number of Records: 1

Applicant ID: 055-99055-00
Bundle # : PA-04-TN-4514-PW-00087(312)

Applicant: GILES (COUNTY)

PW #	Cat	Fund Code	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-04-TN-4514-PW-00087(1)	B	D1	N	10-02-2020	6,814.74

Facility Number: 1

Facility Name: Damage # 448887; Emergency Protective Measures (Damage for Project [177020] Giles County COVID 19 Re
Version 1

Location: Jurisdiction-Wide - Giles, County of
Version 1

448887 Damage for Project [177020] Giles County COVID 19 Response #3

Version 1

Version 1 includes: First appeal (partially) granted in the amount of \$6,814.74 for activities/materials (see the materials tab of the uploaded document 177020 - 4514DR-TN - Cost_Summary_Post-DM.V1.xlsx for details).

A. Provided medical supplies to include:

- a. Ventilator Cams
- b. Airline Cameras

Work Completed Summary

1. Materials: \$6,814.74

V1 Total: \$6,814.74

Project total: \$11,447.44 (V0) + \$6,814.74 (V1) = \$18,262.18

Project Notes:

1. Costs associated with this project have been validated, see attachment labeled: 177020 - 4514DR-TN - Cost_Summary_Post-DM.V1.xlsx

2. Please see more appeal information in uploaded documents entitled:

a. 2AADEC.pdf

Scope of Work: b. DR-4524-TN PW87 GP#177020 1APPL GILES CO TR2AADEC.pdf

1 PW	PWs (\$)	Subgrantee Admin Exp. (\$)	Total (\$)
Amount Eligible (\$)	6,814.74	0.00	6,814.74
Federal Share (\$)	6,814.74	0.00	6,814.74

Report Generated on:	03/17/2022 17:13
Data Captured As Of:	03/17/2022 17:13
Disaster Number:	4514
Bundle:	PA-04-TN-4514-PW-00101
Applicant:	055-99055-00

Capture Date: 03/17/2022 17:13

Federal Emergency Management Agency
Project Application Grant Report (P.2)
Disaster: FEMA-4514-DR-TN

Number of Records: 1

Applicant ID: 055-99055-00
Bundle # : PA-04-TN-4514-
PW-00101(71)

Applicant: GILES (COUNTY)

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-04-TN-4514-PW-00101(0)	B	N	10-02-2020	19,652.59

Facility Number:

1

Facility Name:

Damage # 387697; Emergency Protective Measures (Damage for Project [141416] Giles County COVID-19 Re

Location:

222 W Madison Street, PO Box 678
Pulaski, Tennessee 38478

387697 Damage for Project [141416] Giles County COVID-19 Response

Work Completed - Streamlined COVID-19 Application

In response to the COVID-19 Public Health Emergency, the applicant utilized force account materials in taking the Emergency Protective Measures to Giles County.

All work and costs in this project fall between 01/20/2020 and 07/31/2020.

Giles County:

a. Purchased PPE and supplies for health care providers, first response agencies, as well as office personnel who interact with the public, these included Powered Air Purifying Respirators (PAPRS), 3-body mobile body cooler for body storage, plexiglass dividers, Go To Meeting software, laminator for signs, gloves, cones, face shields, hand sanitizer, masks.

Work Completed Total:

a. Force Account Materials: \$19,652.59 (\$62,534.99 - \$42,882.40)

Total Damage Inventory: \$19,652.59

Project Notes:

1. Scope and cost were developed based on applicant cost summaries and certification included in the Schedule EZ - Small Project Estimate.

2. This project is limited to cost claimed in the Schedule EZ of the Applicant's Streamlined Project Application. Additional activities listed in Section II, that do not have associated cost claimed, may be submitted in a future project or version.

3. Claim amount was adjusted from \$62,000.00 to \$62,534.99 because applicant missed \$534.99 according to materials summaries provided.

4. Purchases claimed in the amount of \$42,882.40 are ineligible. Plexiglass dividers, Go to Meeting software, and laminator for signs are increased operating expenses. See highlighted items in document: Updated Validation Summary Sheet 141416 DR4514-TN Giles County.

Scope of Work:

5. Per DM #10636, cost for \$42,882.40 was determined ineligible. See attachment: DM 10636 - DR-4514-TN - Giles County Final Signed (1).pdf.

Capture Date: 03/17/2022 17:13

Federal Emergency Management Agency
Project Application Grant Report (P.2)
Disaster: FEMA-4514-DR-TN

Number of Records: 1

1 PW	PWs (\$)	Subgrantee Admin Exp. (\$)	Total (\$)
Amount Eligible (\$)	19,652.59	0.00	19,652.59
Federal Share (\$)	19,652.59	0.00	19,652.59

Project Application Grant Report (P.2)

Giles County
Disaster 4514
Project 141416
PW 00101-1

Version	Obligated	Project Amount	Federal Share
0	08/25/2021	\$19,652.59	\$19,652.59
1	09/19/2022	\$14,147.27	\$14,147.27

Scope of Work:

VERSION 1:

Work Completed

This Version is being written to include costs for purchase of force account materials in the amount of \$14,284.77 disallowed on the previous version 0 which are now eligible based on revised Opening & Operation policy. Additionally, materials costs in the amount of \$137.50 have been found to be ineligible, net total eligible for this version equals \$14,147.27 (\$14,284.77-\$137.50)

All work and costs in this project fall between 01/20/2020 and 07/31/2020.

Work Completed Totals:

a. Materials: \$14,147.27

Work Completed Total (V1): \$14,147.27

Summary for DI #387697:

a. Version 0: \$19,652.59

b. Version 1: \$14,147.27

Total Damage Inventory: \$33,799.86

FEMA previously issued a Determination Memorandum (DM) for this project, see DM-PRJ-10636. On September 8, 2021, FEMA issued FEMA Policy FP-104-21-0003, Coronavirus (COVID-19) Pandemic: Safe Opening and Operation Work Eligible for Public Assistance (Interim) (Version 2), September 8, 2021, which established the parameters for eligible safe and opening operation of work in COVID-19 declarations. FEMA Public Assistance reviewed this project to assure compliance with FEMA Policy FP-104-21-0003, and rescinded the previously issued DM. It has been found that this

project has costs that are now eligible per new FEMA Policy, specifically, an eligible amount of \$14,284.77 has been added back into this project. Additionally, costs in the amount of \$137.50 have been found that may potentially be ineligible. Details of this change can be found in the uploaded Validation Summary (141416 – DR4514-TN - Validation Summary-Post DM O&O.xlsx)

ATTACHMENT 2

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	GILES COUNTY
Subrecipient's Unique Entity Identifier (SAM)	LGCMD6KKBT8
Federal Award Identification Number (FAIN)	FEMA-4514-DR-TN
Federal award date	4/2/2020
Subaward Period of Performance Start and End Date	1/20/2020 5/11/2026
Subaward Budget Period Start and End Date	1/20/2020 5/11/2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	97.036 Public Assistance Grants
Grant contract's begin date	1/20/2020
Grant contract's end date	5/11/2026
Amount of federal funds obligated by this grant contract	57,349.04
Total amount of federal funds obligated to the subrecipient	Consolidated data not available
Total amount of the federal award to the pass-through entity (Grantor State Agency)	350,540,494.98
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	PA 4514
Name of federal awarding agency	Federal Emergency Management Agency
Name and contact information for the federal awarding official	Mr. Robert Samaan Regional Administrator FEMA Region IV 3005 Chamblee-Tucker Road Atlanta, Georgia 30341
Name of pass-through entity	Department of Military, Tennessee Emergency Management Agency
Name and contact information for the pass-through entity awarding official	Jessica Burr, State Public Assistance Manager Tennessee Emergency Management Agency Recovery Division 3041 Sidco Drive Nashville, TN 37204 jessica.burr@tn.gov Telephone # (629) 250-1047
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.332 for information on type of indirect cost rate)	N/A

RESOLUTION NO. 25 27

received
05/22/2025 CW

RESOLUTION OF THE GOVERNING BODY OF GILES COUNTY,
TENNESSEE NAMING A BRIDGE ON PIGEON ROOST RD OVER
PIGEON ROOST CREEK BRIDGE NO # 28-01904-4.40

JAMES ROBERT (RED) NEWTON MEMORIAL BRIDGE

WHEREAS, The Governing Body of Giles County, Tennessee has the authority to honor individuals by establishing Memorial Markers on various occasions and a request has been made to honor a Giles County Citizen, James Robert (Red) Newton with a bridge named in his memory on Pigeon Roost Road over Pigeon Roost Creek;

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

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

SECTION ONE: That the Giles County commission recognizes this honorary request, and will honor James Robert (Red) Newton with a bridge.

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

This resolution adopted this _____ day of _____ 2025.

County Executive

ATTEST:

County Court Clerk

SPONSERS:


Tim Risner

2025-28

RESOLUTION MAKING APPROPRIATIONS TO NON-PROFIT CHARITABLE ORGANIZATIONS OF GILES COUNTY, TENNESSEE FOR THE FISCAL YEAR BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026

WHEREAS, Section 5-9-109, Tennessee Code Annotated, authorizes the Giles County Legislative Body to make appropriations to various non-profit charitable organizations and,

WHEREAS, the Giles County Legislative Body recognizes the various non-profit charitable organizations providing services in Giles County have great need of funds to carry on their charitable work,

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Giles County meeting in session on this the 26th day of June, 2025.

SECTION 1. That Five Hundred, Three Thousand, Three Hundred and Twenty-Four dollars (\$503,324) be appropriated to non-profit charitable organizations in Giles County as reflected below:

Account No.	Agency	Amount
101-54420-316	Giles County Rescue Squad	\$301,433
101-56500-316	Giles County Public Library	184,787
101-56500-316	Ardmore Public Library	3,650
101-56500-316	Campbellsville Library	1,600
101-56500-316	Minor Hill Library	1,854
101-54110-399	Kid's Place	5,000
101-55120-399	Giles County Humane Association	5,000
Total		\$503,324

AND BE IT FURTHER RESOLVED, that all appropriations enumerated in Section 1 above are subject to the following conditions:

1. That the non-profit charitable organizations to which the funds are appropriated shall file with the County Clerk and the disbursing officials a copy of an annual report of its business affairs and transactions and the proposed use of the County's funds. Such annual report shall be prepared and certified by the Chief Financial Officer of such non-profit organization in accordance with Section 5-9-109(c), Tennessee Code Annotated.
2. That said funds must only be used by the named non-profit charitable organizations in furtherance of their non-profit charitable purpose benefiting the general welfare of the residents of Giles County.
3. That it is the expressed interest of the County Commission of Giles County in providing these funds to the above named non-profit charitable organizations to be fully in compliance with Section 5-9-109, Tennessee Code Annotated and any and all other laws which may apply to County appropriations to non-profit organizations and so this appropriation is made subject to compliance with any and all of these laws and regulations.

BE IT FURTHER RESOLVED, that this resolution shall take effect from and after its passage and its provisions shall be in force from and after July 1, 2025. This resolution shall be spread upon the minutes of the Board of County Commissions this the 26th day of June 2025.

County Executive

ATTEST:

County Clerk

Matt Rubelsky
Sponsor

2025-29

**A RESOLUTION MAKING APPROPRIATIONS FOR THE VARIOUS FUNDS,
DEPARTMENTS, INSTITUTIONS, OFFICES AND AGENCIES OF GILES COUNTY, TENNESSEE,
FOR THE YEAR BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026**

received
06/12/2025 *cu*

SECTION 1. BE IT RESOLVED by the County Commission of Giles County, Tennessee, assembled in session on the 26th day of June, 2025 that the amounts hereafter set out are hereby appropriated for the purpose of meeting the expenses of the various funds, departments, institutions, offices, capital outlay and agencies of Giles County, Tennessee, for the year beginning July 1, 2025, and ending June 30, 2026, according to the following schedule:

GENERAL FUND

51100	County Commission	79,631
51300	County Mayor/Executive	346,349
51400	County Attorney	50,000
51500	Election Commission	269,429
51600	Register of Deeds	231,078
51720	Planning	5,383
51800	County Buildings	511,109
52100	Accounting and Budgeting	652,536
52300	Property Assessor's Office	585,283
52400	County Trustee's Office	311,528
52500	County Clerk's Office	638,629
53100	Circuit Court	785,900
53300	General Sessions Court	270,582
53400	Chancery Court	288,019
53700	Judicial Commissioners	50,402
53920	Courtroom Security	270,853
54110	Sheriff's Department	4,124,721
54130	Traffic Control	8,500
54160	Administration of the Sexual Offender Registry	22,419
54210	Jail	3,162,744
54240	Juvenile Services	99,311
54420	Rescue Squad	301,433
54490	Other Emergency Management	447,927
54610	County Coroner/Medical Examiner	135,211
55110	Local Health Center	69,650
55120	Rabies and Animal Control	153,132
55130	Ambulance Service	5,262,630
55590	Other Local Welfare Services	4,100
55710	Sanitation Management	325,399
55720	Litter and Trash Collection	52,200
55731	Waste Pickup	54,980
55732	Convenience Centers	752,225
55900	Other Public Health and Welfare	376,900
56500	Libraries	191,891
56700	Parks and Fair Boards	64,816
56900	Other Social, Cultural and Recreational	121,733
57100	Agricultural Extension Service	183,966
57300	Forest Service	2,100
57500	Soil Conservation	116,404
58120	Industrial Development	92,708
58190	Other Economic and Community Development	8,175
58220	Airport	74,100

58300	Veteran's Services	23,742
58400	Other Charges	1,161,197
58500	Contributions to Other Agencies	204,480
58600	Employee Benefits	50,967
58832	American Rescue Plan Act Grant # 2	473,375

Total General Fund	23,469,847
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DRUG CONTROL FUND

54150	Drug Enforcement	66,950
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HIGHWAY FUND

61000	Administration	316,597
62000	Highway and Bridge Maintenance	5,442,683
63100	Operation and Maintenance of Equipment	1,038,070
65000	Other Charges	236,400
68000	Capital Outlay	1,299,916

Total Highway/Public Works Fund	8,333,666
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GENERAL PURPOSE SCHOOL FUND

71000	Regular Instruction	18,210,773
71200	Special Education Instruction	4,018,265
71300	Career & Technical Education Program	1,600,343
72110	Attendance	187,946
72120	Health Services	733,815
72130	Other Student Support	1,318,864
72210	Regular Instruction Support	1,178,396
72220	Special Education Instruction Support	976,319
72230	Career & Technical Education Program Support	202,714
72250	Technology	617,761
72310	Board of Education	1,004,641
72320	Office of the Superintendent	434,742
72410	Office of the Principal	3,133,404
72610	Operation of Plant	2,821,703
72620	Maintenance of Plant	973,531
72710	Transportation	2,525,046
73300	Community Services	250,000
73400	Early Childhood Education	762,643
82330	Other Debt Service	1,005,050

Total General Purpose School Fund	41,955,956
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CENTRAL CAFETERIA FUND

73100	Food Service	3,721,628
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GENERAL DEBT SERVICE

Total Debt Service	1,011,550
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GENERAL CAPITAL PROJECTS

91190	General Capital Projects	5,904,019
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PROBATION SETTLEMENT FUND

53900 Other Administration of Justice

22,863

EDUCATION CAPITAL PROJECTS FUND

91300 Education Capital Projects

41,300

EDUCATION CAPITAL PROJECTS FUND #2

91300 Education Capital Projects

6,556,484

OTHER CAPITAL PROJECTS FUND

91130 Public Safety Projects

2,325,000

SECTION 2. BE IT FURTHER RESOLVED that there are also hereby appropriated certain portions of the commissions and fees for collecting taxes and licenses and for administering other funds which the Trustee, County Clerk, Circuit Court Clerk, Clerk and Master, Register, and the Sheriff and their officially authorized deputies and assistants may be entitled to receive under state laws heretofore or hereafter enacted. Expenditures out of commissions and/or fees collected by the Trustee, County Clerk, Circuit Court Clerk, Clerk and Master, Register and Sheriff may be made for such purposes and in such amounts as may be authorized by existing law or by valid order of any Court having power to make such appropriations. Any excess commissions and/or fees collected over and above the expenditures duly and conclusively authorized shall be paid over to the trustee and converted into the General Fund as provided by law.

BE IT FURTHER RESOLVED that if any fee officials, as enumerated in Section 8-22-101, Tennessee Code Annotated, operate under provisions of Section 8-22-104, Tennessee Code Annotated, provisions of the preceding paragraph shall not apply to those particular officials.

SECTION 3. BE IT FURTHER RESOLVED that any amendment to the budget, except for amendments to the budget for funds under supervision of the Director of Schools and Highway Superintendent, shall be approved as provided in Section 3.3 of Giles County Financial Management's Policies and Procedures Manual. The Director of Schools must receive approval of the Board of Education and the Highway Superintendent must receive approval from the Highway Committee for transfers within each major category of the budget, and approval of both the Board of Education/Highway Committee and County Commissioners for transfers between major categories as required by law. This section shall in no case whatsoever be construed as authorizing transfer from one fund to another but shall apply solely to transfers within a certain fund.

SECTION 4. BE IT FURTHER RESOLVED that any appropriations made by this resolution which cover the same purpose for which a specific appropriation is made by statute, in lieu of, but not in addition to said statutory appropriation. The salary, wages, or remuneration of each officer, employee, or agent of the county shall not be in excess of the amounts authorized by existing law or as set forth in the estimate of expenditures which accompanies this resolution. Provided, however, that appropriations for such salaries, wages, or other remuneration hereby authorized shall in no case be construed as permitting expenditures for an office, agency, institution, division or department of the county in excess of the appropriation made herein for such office, agency, institution, division or department of the county. Such appropriation shall constitute the limit to the expenditures of any office, agency, institution, division or department for the year ending June 30, 2026. The aggregate expenditures for any item of appropriation shall in no instance be more than the amount herein appropriated for such item.

SECTION 5. BE IT FURTHER RESOLVED that any resolution which may hereafter be presented to the County Commission providing for appropriations in addition to those made by this Budget Appropriation Resolution shall specifically provide sufficient revenue or other funds actually to be provided during the year in which the expenditure is to be made to meet such additional appropriation. Said appropriating resolution shall be submitted to and approved by the state director of Local Finance after its adoption as provided by Section 9-21-403, Tennessee Code Annotated.

SECTION 6. BE IT FURTHER RESOLVED that the County Executive and County Clerk, are hereby authorized to borrow money on revenue anticipation notes, provided such notes are first approved by the State Director of Local Finance, to pay for the expenses herein authorized until the taxes and other revenue for the year 2025-2026 have been collected. The proceeds of loans for each individual fund shall not exceed 60% of the appropriations of each fund and shall be used only to pay the expenses and other requirements of the fund for which the loan is made. The loan shall be paid out of revenue from the fund for which money is borrowed. The notes evidencing the loans authorized under this section shall be issued under the applicable sections of Title 9, Chapter 21, Tennessee Code Annotated. Said notes shall be signed by the County Executive and countersigned by the County Clerk and shall mature and be paid in full without renewal not later than June 30, 2026.

SECTION 7. BE IT FURTHER RESOLVED that the delinquent county property taxes for the year 2024 and prior years and the interest and penalty thereon collected during the year ending June 30, 2026, shall be apportioned to the various county funds according to the subdivision of the tax levy for the year 2025. The Clerk and Master and the Trustee are hereby authorized and directed to make such apportionment accordingly.

SECTION 8. BE IT FURTHER RESOLVED that all unencumbered balances of appropriations remaining at the end of the year shall lapse and be of no further effect at the end of the year at June 30, 2026.

SECTION 9. BE IT FURTHER RESOLVED that any resolution or part of a resolution which heretofore has been passed by the County Commission which is in conflict with any provision in this resolution be and the same is hereby repealed.

SECTION 10. BE IT FURTHER RESOLVED, that the Giles County School Federal Projects Fund shall be the budget approved for the separate projects within the fund approved by the State Department of Education.

SECTION 11. BE IT FURTHER RESOLVED that this resolution shall take effect from and after its passage and its provisions shall be in force from and after July 1, 2025. This resolution shall be spread upon the minutes of the Board of County Commissioners.

Passed this the 26th day of June, 2025

County Executive

ATTEST:

County Clerk

Matt Rubelsky
Sponsor

2025-30 RESOLUTION FIXING THE TAX LEVY IN
GILES COUNTY, TENNESSEE
FOR THE FISCAL YEAR BEGINNING JULY 1, 2025

received
06/12/2025 cw

SECTION 1. BE IT RESOLVED by the Board of County Commissioners of Giles County, Tennessee, assembled in session on this the 26th day of June 2025, that the uniform tax rate for Giles County, Tennessee, for the fiscal year beginning July 1, 2025 shall be \$2.5463 on each \$100.00 of taxable property county-wide. This is to provide revenue for each of the following funds and otherwise conform to the following levies:

<u>FUND</u>	<u>RATE</u>
General	\$1.3261
Highway/Public Works	0.4920
Debt Service	0.0000
General Purpose School	<u>0.7282</u>
Total Tax Rate	\$2.5463

SECTION 2. BE IT RESOLVED, that there is hereby levied a Gross Receipts Tax as provided by law. The proceeds of the Gross Receipts Tax herein shall accrue to the General Fund.

SECTION 3. BE IT FURTHER RESOLVED, that all resolutions of the Board of County Commissioners of Giles County, Tennessee, which are in conflict, are hereby repealed.

SECTION 4. BE IT FURTHER RESOLVED, that this resolution effect from and after its passage, the public welfare requiring it. This resolution shall be spread upon the minutes of the Board of County Commissioners.

Passed this the 26th day of June, 2025.

County Executive

ATTEST:

County Clerk

Sponsor:

Matt Rubelsky

RESOLUTION 2025- 31

received
10/18/2025 cw

**A RESOLUTION OF THE GILES COUNTY COMMISSION
APPROVING THE UNCOLLECTABLE PATIENT ACCOUNTS FOR THE GILES
COUNTY AMBULANCE SERVICE**

WHEREAS, Giles County last write-off for uncollectable patient accounts was September 16, 2024; and

WHEREAS, the Giles County Financial Management Committee determined the Giles County Ambulance Service has patient accounts deemed uncollectable, and;

WHEREAS, Giles County Ambulance Service currently contracts with Fox Collection, who have assessed and referred accounts in accordance with statute and policy in the amount of \$421,471.36.

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

SECTION ONE: That Fox Collections uncollectible accounts in the amount of \$421,471.36 be written off the books for the Giles County Ambulance Service as approved by the Giles County Financial Management Committee and the same is hereby adopted for the purposes therein contained.

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

This Resolution adopted this 26th day of June 2025.

County Executive

ATTEST;

County Court Clerk

Sponsor:

Matt Rubelsky