

**TO THE HONORABLE MEMBERS OF THE BOARD OF COMMISSIONERS
GILES COUNTY, TENNESSEE
I HEREBY SUBMIT THE FOLLOWING REPORT
January 21, 2025**

Court Open

Prayer

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

Agenda Concurrence

Approval of Minutes of the November 18, 2024, Regular Session

Employee of the Quarter

ADDRESS COMMISSION:

Economic Development Director Phillip Reese

PUBLIC COMMENTS

ELECTIONS

1. Notaries Public at Large

New: Marcus Alex Bledsoe, Julie Beth Rogers, Shelby Thomas, Tonya A. Wooley, Monica J. Wright

Re-Elections: Deborah Tatum Johnson, Chere Pitcock, Jennifer T. Reese, Jeannette M. Sheets, Melinda C. Toone

2. Agricultural Extension Committee 3 members 2 year terms

Present and newly appointed members are: Ray Jordan, Andrea Stafford, Judy Pruitt, Brad Butler

3. Airport Advisory Board 3 members

Commissioner James Lathrop, Ryan Gilland, Derek Rowe

4. Judicial Commissioner 1 commissioner to serve until July 31, 2025

Josie Brown

REPORTS

1. Finance Director for October, 2024, including the following:

Giles County General Fund, Drug, American Rescue Plan, Probation Fund, Highway, School, Federal, Food Service, Debt Service, Capital Projects, Highway Capital Projects, Education Capital Projects, Education Capital #2 and other Capital Projects

2. Finance Director for November, 2024, including the following:

Giles County General Fund, Drug, American Rescue Plan, Probation Fund, Highway, School, Federal, Food Service, Debt Service, Capital Projects, Highway Capital Projects, Education Capital Projects, Education Capital #2 and other Capital Projects

3. Giles County Highway Department Quarterly Report

4. Giles County Road List 2025 (on file in County Clerk's office)

5. Giles County Highway Equipment Inventory List 2025 (on file in County Clerk's office)

6. Giles County Health Department Quarterly Report

7. Giles County Public Library Report – Second Quarter 2024-2025

8. Giles County Debt Management Policy, adopted 06/27/2024

CONTRACTS, AGREEMENTS AND GRANTS

1. Government Grant Contract: Giles County Archives Development Direct Grant, Term: August 1, 2024 to May 31, 2025

2. Sheriff Department: Mental Health Transport

3. Government Grant Amendment #3, Giles County Health Department Immunization, until July 31, 2026

4. Second Amendment to Equipment and Occupancy License Agreement, Term: November 1, 2024 to October 31, 2027

5. Pulaski Elementary School: Pitney Bowes 60 month contract

AMENDMENTS

2025-1 Authorizing the amendment of the 2024-2025 Budget, General Fund 101

2025-2 Authorizing the amendment of the 2024-2025 Budget, General Purpose School Fund 141 and Fund 178

RESOLUTIONS

2025-3 Approving the County Road List for 2025

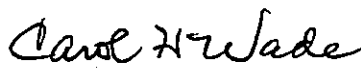
2025-4 Authorizing the Highway Department to perform work for the City of Elkton, Ardmore, Minor Hill, Lynnville, and Pulaski

2025-5 To request unclaimed balance of accounts remitted to State Treasurer under Unclaimed Property Act

Unfinished Business

New Business

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


County Clerk



January 2, 2025

**To: Graham Stowe, County Mayor
Carol Wade, County Court Clerk
Members of the Giles County Commission**

**From: Kevin L. Rose
County Director**

Re: Appointment of Agriculture Committee Members

In keeping with House Bill No. 789 enacted by the General Assembly of the State of Tennessee on March 11, 1955, the University of Tennessee Extension alerts the Giles County Commission of the need to appoint one new agriculture committee member and reappoint three members currently serving on the County Extension Agricultural Committee whose terms expired in December.

The County Extension Agriculture Committee recommends that Ray Jordan be appointed for his first two-year term replacing farmer Brian Flowers whose term expired in December and Andrea Stafford be re-appointed to a third two-year term and commissioners Judy Pruitt and Brad Butler be re-appointed to a second two-year term. A committee member can serve a total of three consecutive two-year terms.

Each of these members meet the necessary qualifications for this committee and each has agreed to serve.

Thanks for your assistance. Should you have any questions, please do not hesitate to contact me at 363-3523.

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 OCTOBER 2024

received
11/25/2024 CW

ACCOUNT	BALANCE LAST	RECEIPTS	DISBURSEMENTS	COMMISSION	TRANSFER		BALANCE
	REPORT				DB	CR	
GENERAL	8,183,078.83	1,397,497.62	1,922,075.87	16,317.64			7,642,182.94
DRUG	103,284.68	4,972.70	464.97				107,792.41
AMER RESCUE PLAN	-						-
PROBATION FUND	44,074.30		2,998.04				41,076.26
HIGHWAY	2,959,749.68	398,643.73	1,581,840.62	5,091.23			1,771,461.56
SCHOOL	9,429,420.29	3,927,519.49	3,257,171.99	17,398.01			10,082,369.78
FEDERAL	795,806.18	332,250.97	514,967.44				613,089.71
FOOD SERVICE	1,058,120.28	682,081.68	298,844.81				1,441,357.15
DEBT SERVICE	534,391.98	37,453.00	420.95	374.53			571,049.50
CAPITAL PROJECTS	3,863,053.48	-	231,873.82				3,631,179.66
HWY CAPITAL PROJ	-						-
EDUC CAPITAL PROJ	350,736.85		11,030.00				339,706.85
EDUC CAPITAL #2	7,218,274.98	-	569,447.69				6,648,827.29
OTHER CAPITAL PROJ	5,730,741.96	57,178.91	928.00	571.81			5,786,421.06
TOTALS	40,270,733.49	6,837,598.10	8,392,064.20	39,753.22	-	-	38,676,514.17

Respectfully submitted,

Beth Moore-Summers

Beth Moore-Summers, Finance Director

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 NOVEMBER 2024

received
01/06/2025 *u*

ACCOUNT	BALANCE LAST	RECEIPTS	DISBURSEMENTS	COMMISSION	TRANSFER		BALANCE
	REPORT				DB	CR	
GENERAL	7,642,182.94	1,463,216.45	1,289,738.46	21,547.39			7,794,113.54
DRUG	107,792.41	11,665.62	-				119,458.03
AMER RESCUE PLAN	-						-
PROBATION FUND	41,076.26		1,782.84				39,293.42
HIGHWAY	1,771,461.56	455,885.75	414,501.13	6,550.74			1,806,295.44
SCHOOL	10,082,369.78	4,114,102.69	3,162,219.15	21,503.81			11,012,749.51
FEDERAL	613,089.71	287,396.60	323,338.60				577,147.71
FOOD SERVICE	1,441,357.15	19,870.04	299,771.58				1,161,455.61
DEBT SERVICE	571,049.50	37,280.45	-	372.80			607,957.15
CAPITAL PROJECTS	3,631,179.66	-	119,334.95				3,511,844.71
HWY CAPITAL PROJ	-						-
EDUC CAPITAL PROJ	339,706.85		-				339,706.85
EDUC CAPITAL #2	6,648,827.29	-	845,191.47				5,803,635.82
OTHER CAPITAL PROJ	5,786,421.06	55,474.71	-	554.75			5,841,341.02
TOTALS	38,676,514.17	6,444,892.31	6,455,878.18	50,529.49	-	-	38,614,998.81

Respectfully submitted,

Beth Moore-Summers

Beth Moore-Summers, Finance Director

received
1/08/2025 CW

Giles County Highway Department Quarterly Reports Ending December 31, 2024

North Section:

<u>Road Name</u>	<u>Rd #</u>	<u>Description of work done</u>	<u>Est. Cost</u>
Anderson Creek Rd	0A003	bhoe, trks	\$ 810.00
Angus Watts Rd	0A184	bhoe, trk #50	\$ 280.00
Annie Wade Rd	0A051	3 trks	\$ 292.50
Ball Hollow Estates	0A054	bhoe, 3 trks	\$ 390.00
Beech Hill Rd	00964	bhoe, trks	\$ 810.00
Big Dry Creek Rd	0A038	bhoe, trks	\$ 280.00
Blooming Grove Rd	0A182	bhoe, trks	\$ 292.50
Campbellsville Rd	A1906	grader, roller, trks, coldmix, #7's	\$ 2,283.75
Clear Creek Circle	0A059	2 trks	\$ 1,105.00
Cobb Ln	0A669	bhoe, 2 trks	\$ 410.00
Dave Risner Rd	01817	bhoe, 2 trks	\$ 205.00
Dry Weakley Creek	01817	bhoe, trackhoe, loader, trks, roller, surge, c&run	\$ 19,444.70
Elk Ridge Rd	0A323	bhoe, 2 trks	\$ 205.00
Fields Rd	0A045	grader, roller, trks, chip&dist, oil, #7's, #8's	\$ 34,273.46
Fleeman Rd	0A225	grader, roller, reclaimer, water trk, trks, #8's	\$ 5,288.60
Hams Creek Rd	0A034	bhoe, trks	\$ 540.00
Horne Hill Rd	0A046	roller, trks, dist&chip, oil, #8's, grader, reclaimer, water trk, loader	\$ 12,951.81
Inman Rd	0A676	bhoe, trks, c&run	\$ 571.53
Johnson Rd	0A143	bhoe, 3 trks	\$ 540.00
Knox Hollow Rd	0A048	grader, roller, trks, dist&chip, oil, #8's	\$ 2,062.41
Little Dry Creek	0A218	bhoe, grader, roller, trks, water trk, dist & chip, oil, #7's, #8's, c&run	\$ 91,682.36
Lynn Creek Rd	0A073	bhoe, 3 trks	\$ 675.00
Muckle Branch Rd	0A030	bhoe, trks	\$ 205.00
Pickens Rd	0A096	bhoe, 2 trks	\$ 205.00
Pierce Rd	0A123	bhoe	\$ 75.00
Pisgah Pike	0A183	bhoe, trk, gabion	\$ 237.50
Poling Drive		grader, roller, #8's, coldmix	\$ 2,703.40
Pump Station Rd	0A015	bhoe, 2 trks	\$ 1,215.00
Red Bud Ln	0A316	bhoe, trks	\$ 792.50

Robertson Rd	0A094	bhoe, 2 trks	\$ 540.00
Rose Hill Rd	01883	bhoe, 3 trks,c&run, surge	\$ 1,931.30
Shuler Branch Rd	0A013	3 trks	\$ 487.50
Tatum Rd	0A044	grader, roller, dist&chip, #7's, oil, #8's	\$ 37,357.87
Trade Branch Rd	0A110	bhoe, 2 trks	\$ 1,700.00
Weakley Creek Rd	00936	bhoe, 2 trks, surge, coldmix	\$ 1,647.75
Woodlawn Rd	01887	grader, loader, coldmix, #8's	\$ 2,489.20
Yokley Rd	01908	bhoe, 6 trks, surge,	\$ 1,702.75

Totals for North: \$ 228,683.39


South Section:

<u>Road Name</u>	<u>Rd #</u>	<u>Description of work done</u>	<u>Est. Cost</u>
Agnew Rd	00987	bhoe, roller, trks, cold mix, #8's	\$ 6,783.20
Alf Harris Rd	0A102	grader, roller, trks, coldmix, #8's	\$ 5,039.00
Buchanan Creek Rd	0A234	bhoe, trks	\$ 420.00
Cave Branch Rd	0A331	bhoe, trks	\$ 512.50
Chapman Hollow Rd	0A425	bhoe, 2 trks	\$ 205.00
Chert Pitt Rd	0A685	grader, 2 trks, block material	\$ 1,440.30
Chestnut Grove Rd	0A413	loader, roller, trks,grader, reclaimer, dist&chip,P2 oil, #7's, #8's	\$ 98,462.24
Chicken Creek Rd	0A394	bhoe, roller, grader, trks, rip rap, surge, #8's, culverts	\$ 8,020.86
Crescent View Rd	0A342	bhoe, trackhoe, loader, trks,	\$ 2,260.00
Crooked Hill Rd	0A354	bhoe, trks, bucket trk	\$ 540.00
Cut Off Rd	0A004	bhoe, trackhoe, 2 trks, loader	\$ 3,410.00
Dixontown Rd	0A281	bhoe, 3 trks	\$ 390.00
Edmundson Rd	00960	bhoe, 2 trks	\$ 205.00
Fall River Rd	00932	bhoe, trk #50, rip rap	\$ 1,886.14
Fiducia Rd	0A467	bhoe, trk	\$ 280.00
Gilbert Curry Rd	0A226	bhoe, 3 trks	\$ 810.00
Guy Davis Rd	0A449	bhoe, 3 trks	\$ 405.00
H. Smith Rd	0A361	bhoe, 3 trks	\$ 540.00
Indian Creek Rd	0A211	bhoe, 2 trks	\$ 410.00
James Hollow Rd	0A301	2 trks	\$ 325.00
Kimbrough Rd	0A352	bhoe, 2 trks	\$ 410.00
Leatherwood Creek Rd	0A194	3 trks	\$ 292.50
Lee Chapman Rd	0A424	bhoe, 3 trks	\$ 540.00
Liberty Circle		loader	\$ 150.00
Liberty Rd	01877	bhoe, trackhoe, loader, trks, surge	\$ 3,782.75
Little Texas Rd	0A464	grader, trks, c&run	\$ 2,724.12
Malone Rd	0A341	loader, 3 trks	\$ 2,295.00
Marvin Hughes Rd	0A359	bhoe, 2 trks	\$ 410.00
Mayfield Rd	0A395	bhoe, 4 trks, culverts, surge, rip rap, c&run,grader, roller, reclaimer, loader, water trk, 1 1/2in rock, dist &chip, P2 oil, #7's, #8's, gabion	\$ 100,768.31
Myrick Branch Rd	0A394	grader, roller, reclaimer, trks, #7's, water trk, culverts, c&run, rip rap, dist&chip, P2 oil, broom, #8's	\$ 87,851.83
Nancy Green Ridge Rd	0A348	bhoe, 3 trks	\$ 270.00
Nave Ln		bhoe, grader, loader, trks, reclaimer, roller, grad all, trks, culvert, surge, c&run, dist&chip, #7's, #8's, P2 oil,	\$ 31,991.17
Newman Rd	0A177	bhoe, 3 trks, bucket trk, chipper	\$ 1,770.00
Old Stage Rd	0A256	bhoe, 2 trks, block material	\$ 1,135.53
Peach Rd	0A294	bhoe, trks	\$ 390.00
Prospect Rd	00981	trackloaders, trackhoe, bhoe, trks,	\$ 27,000.00
Reed Hill Rd	0A414	bhoe, 4 trks	\$ 820.00
Reedie Mitchell Rd	0A266	grader, trk, c&run	\$ 880.66
Rolin Hollow Rd	0A293	grader, roller, trks, coldmix, #8's	\$ 9,277.00
Ross Rd	0A314	bhoe, loader, trackhoe, trks,	\$ 600.00

S. Cresoent View Rd	0A339	bhoe, loader, trackhoe, trks,	\$ 7,020.00
Scenic Circle		grad all, trk	\$ 217.50
Scenic Drive		grad all, trk	\$ 145.00
Shannon Creek Rd	0A437	bhoe, 3 trks	\$ 540.00
Shores Rd	0A398	3 trks	\$ 392.50
Smith Hill Rd	0A418	bhoe, 3 trks	\$ 540.00
Stella Rd	01875	bhoe, 2 trks, c&run	\$ 488.75
Tarpley Shop Rd	01900	bhoe, trackhoe, loader, trks, surge, c&run	\$ 18,247.95
Thomas Rd	0A232	bhoe, track loader, trks	\$ 2,890.00
Thompson Rd	0A343	trackloader, trackhoe, 3 trks	\$ 2,890.00
Warren Ln	0A650	grader, 2 trks, c&run	\$ 512.50
White Rd	0A422	broom, loader, grader, water trk, dist&chip, P2 oil, #7's, #8's, reclaimer, trks	\$ 70,229.28

South Totals: \$ 509,816.59

Totals for North and South: \$ 738,499.98

Respectfully Submitted by:

Gene Barnickle, Road Superintendent

Giles County Health Department

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

received
01/06/2025 *lw.*

TO: Honorable Members of the Giles County Quarterly Court

FROM: Giles County Health Department

DATE: January 6th, 2025

Services for the Fourth Quarter of 2024

The Giles County Health Department participated in our annual Fight Flu Day where we administered free flu vaccines to the community at the Pulaski Parks and Receptions Department and the Giles County Senior Center. We also hosted our annual School Flu Pods where we administered flu vaccines to Giles County School System staff and students. The Giles County Health Department hosted a BCS (Breast & Cervical) Walk-in Wednesday with Southern Tennessee Regional Health Systems where we helped screen uninsured individuals for our BCS program and helped sign them up if eligible. We participated in a health fair hosted by Saargummi where we shared information about quitting nicotine use and handed out free Narcan.

Number of Visits by Program October 1st, 2024-December 31st, 2024

Aids Prevention	61
Birth Certificates	208
Breastfeeding	58
Breast & Cervical	17
Care Coordination	4
Child Health (includes immunizations)	191
EPD&T	0
Family Planning	139
HUGS	94
Men's Health	81
Sexually Transmitted Disease	134
Smoking Cessation (GIFTS Program)	4
TennCare Advocacy	445
Tuberculosis	16
Vital Records	94
Women's Health	148
WIC (Women, Infants and Children)	472
Nutrition-Medical	2

**Summary of Immunizations
October 1st, 2024-December 31st, 2024**

DTaP (Diphtheria, Tetanus, Acellular Pertussis)	9
TD (Tetanus, Diphtheria)	3
Tdap (Tetanus, Acellular Pertussis)	12
IPV (Inactivated Polio)	12
HBV-Adult/Pediatric (Hepatitis B)	12
MMR (Measles, Mumps, Rubella) & MMV (MMR + Varicella)	15
Varicella (Chickenpox)	12
RTA (Rotavirus)	4
P13/P15/P20 (Pneumococcal Meningitis)	11
HIB (Haemophilus Influenza type b)	5
HAS (Hepatitis A)	19
MC4 (Meningococcal)	3
HPV/HPA (Genital Human Papilomavirus)	5
FLU (Influenza)	344
RSV	1
Vaxelis (DTaP, IPV, Hib, HepB)	8
Kinrix (DTap-IPV)	4
Pediarix (DTap-Hep B-IPV)	1
mRNA (COVID-19 Vaccine)	66

Respectfully submitted,
Raine Kelsey, PHOS

Giles County Public Library Report – Second Quarter 2024-2025

Statistics from October 1, 2024 – December 31, 2024

received
01/09/2025 CW

The total number of items checked out from Giles County Public Library and its branches for the second quarter of this fiscal year was 18,101: physical items 9,847 and digital items 8,254. We have added 273 new library cardholders during the second quarter. The public access computers were used 931 times and Wi-Fi internet connection was used 1,141 times. We have had 7,886 in person library visits during the second quarter.

We provided 57 programs in the library with 921 people in attendance and 12 programs outside the library with 424 people in attendance. Therefore, the total offered during the quarter was 69 programs with total attendance of 1,345.

Upcoming programs:

Art in Action: Art Show: Since our partnership with the Giles Arts Council started, we have had students of all ages participate in the art classes. In February, we will have an Art Show to display the art created during the Art in Action classes.

Art in Action Drawing Basics Class: We have added a basic drawing class to our Art in Action classes that will occur the first Tuesdays of each month. If you are interested in drawing, sign up for this class. This is another partnership class with the Giles Arts Council.

Quilt Show: The month of March is Quilt Month. As always, we will have a quilt show to display quilts from quilters all across Giles County. If you have quilts in your family, we would love to see them on display. These beautiful creations will be up in the library during the month of March.

Genealogy Program: We will have a series of three genealogy programs on three Saturdays during March. We will have Kelly Hamlin, John Lancaster, and Barbara Nicholson sharing their knowledge on genealogy and research. If you have not yet done any of your own genealogy, this is the perfect opportunity to come and learn how to get started. I promise you will be hooked! Check back for those dates in March.

Regular Programs:

Regular Story Times: Fridays at 10:00 am

Baby & Lapsit Storytime: third Wednesday of each month 10:00 am

One on one Tech Help by appointment: Every Wednesday 9:00-12:00 am

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

Dungeons and Dragons for beginners for ages 10 and up: Last Monday of each Month 3:30-4:30 pm

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

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

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

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

Watercolor class: fourth Tuesday of each month for adults 5:30-6:30 pm

Lynnville Art class: 2nd Wednesdays

Lynnville Lego Club: 4th Wednesdays

Online Resources:

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

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

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

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

Community Partnerships

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

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

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

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

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

Giles County Debt Management Policy



Goal/Mission:

To provide management with a template for guidelines to assist in making sound debt management decisions. To further demonstrate strong financial management practices for our county citizens, outside investors, and credit agencies.

All financing shall be made within the guidelines set forth by the comptroller's office within legal guidelines of the State of Tennessee and regulations set forth by the comptroller's office.

Objectives:

The following objectives meet the minimum requirements:

- Make the decision process transparent
- Address hiring outside professionals
- Address any potential conflict of interest issues

Transparency:

Giles County shall comply with legal requirements for notice and for public meetings related to debt issuance. In the interest of transparency, all costs (including interest, issuance, continuing, and one-time) shall be disclosed to the citizens/members, governing body, and other stakeholders. These costs will be made available on Giles County's web site and in the Office of Financial Management at least five business days prior to its consideration by the full commission. The one exception to this shall be in the case of one fund of Giles County lending another fund of Giles County revenue anticipation loans where there are no costs associated with the transaction.

Hiring Professionals in Connection with Financing:

- From time to time, the Giles County Executive may hire legal counsel, a financial advisor, or underwriter to assist in issuance of debt.
- Giles County shall require all professionals engaged in the process of issuing debt to clearly disclose all compensation and consideration received related to services provided in the debt issuance process by both Giles County and the lender or conduit issuer, if any. This includes "soft" costs or compensations in lieu of direct payments.
- Counsel: Giles County shall enter into an engagement letter agreement with each lawyer or law firm representing Giles County in a debt transaction. (No engagement letter is required for any lawyer who is an employee of Giles County or lawyer or law firm which is under a general appointment or contract to serve as counsel to Giles County.) Giles County shall not require an engagement letter with counsel not representing Giles County, such as an underwriters' counsel.
- Financial Advisor: If Giles County chooses to hire financial advisors, Giles County shall enter into a written agreement with each person or firm serving as financial advisor for debt management and transactions.
- Whether in a competitive or negotiated sale, the financial advisor shall not be permitted to bid on, privately place or underwrite an issue for which they are or have been providing advisory services for the issuance.

- **Underwriter:** If there is an underwriter, Giles County shall require the underwriter to clearly identify itself in writing (e.g. in a response to a request for proposals or in promotional materials provided to an issuer) as an underwriter and not as a financial advisor from the earliest stages of its relationship with Giles County with respect to that issue. The underwriter must clarify its primary role as a purchaser of securities in an arms-length commercial transaction and that it has financial and other interests that differ from those of Giles County. The underwriter in a publicly offered, negotiated sale shall be required to provide pricing information both as to interest rates and to takedown per maturity to the governing body in advance of the pricing of the debt.

Conflicts

- Professionals involved in a debt transaction hired or compensated by the Entity shall be required to disclose to the Entity existing client and business relationships between and among the professionals to a transaction (including but not limited to: financial advisor, swap advisor, bond counsel, swap counsel, trustee, paying agent, underwriter, counterparty, and re-marketing agent), as well as conduit issuers, sponsoring organizations and program administrators. This disclosure shall include that information reasonably sufficient to allow the Entity to appreciate the significance of the relationships.
- Professionals who become involved in the debt transaction as a result of a bid submitted in a widely and publicly advertised competitive sale conducted using an industry standard, electronic bidding platform are not subject to this disclosure. No disclosure is required that would violate any rule or regulation of professional conduct.

Tax/Revenue Anticipation Loans

- **Internal Tax/Revenue Anticipation Loans** are used for cash flow purposes until annual revenues are received for a particular fund. It is generally for funds operating on property tax or other revenue that is not received on a monthly basis. All borrowing is required to be fully paid back by the end of the current fiscal year. Tax/Revenue Anticipation Notes shall be used on a limited basis and if the need arises, it is the county's intent to have sufficient funds available with the Trustee to meet these cash flow needs with internal borrowing from the County Trustee or among individual funds. All internal financing shall be approved by the State Comptroller's Office, Giles County Executive, the Giles County Director of Financial Management, and the department head of the fund receiving the financing. No interest is to be paid for short term intra-fund loans.
- **External Tax/Revenue Anticipation Loans** are used for cash flow purposes until annual revenues are received for a particular fund. It is generally for funds operating on property tax or other revenue that is not received on a monthly basis. All borrowing is required to be fully paid back by the end of the current fiscal year. Tax/Revenue Anticipation Notes shall be used on a limited basis and if the need arises, it is the county's intent to have sufficient funds available with the Trustee to meet these cash flow needs. All external financing shall be approved by the State Comptroller's Office, Giles County legislative body, the Giles County Executive, the Giles County Director of Financial Management, and the department head of the fund receiving the financing. The external financing of such loans would be secured from requests for proposals as adhering to the Giles County Financial Management Policies and Procedures.

Lease Agreements

- These leases are generally for assets where their replacement is needed on a regular basis and the technology changes from one model to the next (e.g. copier leases). The term of such lease agreements shall not exceed one fiscal year. Such leases shall require the approval of the Director of Financial Management and the Department Head who shall bear the cost in their budget.
- Leases of greater than one fiscal year require approval by the County Executive, the Director of Financial Management, and the County Legislative body. These leases should be vetted by the county attorney or another attorney chosen by the County Executive.

Capital Outlay Notes

These loans are generally for borrowings which are twelve years or less in duration. Funds may be borrowed from the private sector, federal or state agency loan programs. The county will be provided specific legal debt resolutions which shall be approved by the county legislative body. In certain cases, legal counsel may be hired. Information within this policy gives guidance of disclosing the cost of these services and address potential conflicts of interest. Long term notes would be anticipated on large capital asset purchases. External cost would be anticipated and fully disclosed on State Form CT-0253 prior to the contract to secure the funding.

All Types of Bonds

This type of debt is generally for borrowings which are greater than twelve years in duration. The county will be provided specific legal debt resolutions which shall be approved by the county legislative body. In certain cases, legal counsel may be hired. Information within this policy gives guidance of disclosing the cost of these services and address potential conflicts of interest. Long term bonds would be anticipated and fully disclosed on State Form CT-0253 prior to the contract to secure the funding.

Requirements and Decision-Making Checklist for New Debt

- On borrowings exceeding \$500,000, a new issuance report will be prepared which reflects the impact on the multi-year debt service budget including the new debt.
- Repayment schedule will not exceed the useful life of the asset.
- Repayment schedule uses the straight-line method of repayment (debt retirement similar to a conventional home loan) or wrapping principal which does not exceed three years. Any other repayment schedule must be approved by the comptroller's office in writing and fully disclose the additional interest cost compared to straight-line repayment.
- Compare the proposed repayment schedule with the straight-line method noted whether the new debt has an advanced repayment schedule, straight-line or back loaded schedule.
- Consider variable debt in the county's overall debt management plan. The county recognizes that the Trustee has investments from month to month which earn interest. Giles County also understands that the Trustee's investment interest rates fluctuate over time and the interest rate earning and interest rate debt expense should move in concert; therefore, Giles County will calculate and project the available idle funds (using fund balances). Giles County will consider that variable debt for the same amount of the invested fund should not impact the percentage of variable versus fixed rate indebtedness.
- Consider having the variable rate debt equal to the Trustee idle funds invested, at minimum.
- Consider having variable rate which would not exceed 30% of total indebtedness; however, Giles County will consider the current debt market and anticipated direction of future interest rates before selecting variable rate instruments.
- In the event of variable interest debt, Giles County shall set aside an amount above the variable rate to protect the county in the event of an upswing in interest rates. Giles County shall budget at least three percent above the variable rate on the initial issuance.
- In the case of refinancing, an analysis report shall be provided which fully explains the reasons for the refinancing and net savings and costs of the refinancing, which will include not only interest charges, but also the fees associated with the transaction.
- Ensure that refinance debt will not exceed the assets useful life.



GOVERNMENTAL GRANT CONTRACT

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

received
01/06/2025

aw

Begin Date August 1, 2024	End Date May 31, 2025	Agency Tracking # 30501-01525-05	Edison ID 83637
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Grantee Legal Entity Name Giles County Archives	Edison Vendor ID 4197
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Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient	Assistance Listing Number
	Grantee's fiscal year end June 30

Service Caption (one line only)
Archives Development Direct Grant

Funding					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2025	\$4,949.00				\$4,949.00
TOTAL:	\$4,949.00				\$4,949.00

Grantee Selection Process Summary	
<input checked="" type="checkbox"/> Competitive Selection	The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.
<input type="checkbox"/> Non-competitive Selection	

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Chacey Ray

4/16/25

CPO USE = GG

Speed Chart (optional)	Account Code (optional)
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**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF STATE, TENNESSEE STATE LIBRARY AND ARCHIVES
AND
GILES COUNTY ARCHIVES**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of State, Tennessee State Library and Archives, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Giles County Archives, hereinafter referred to as the "Grantee," is for the provision of archives development, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4197

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall house, keep, and preserve permanently valuable records within the State of Tennessee. The Grantee shall make improvements, as needed, to its archival processes, services, equipment, infrastructure, or practices to facilitate public access to records. The Grantee shall educate and train records custodians as needed and shall support archival program development and enhancement. The Grantee may purchase goods or devices for use in the Grantee's archival work and process.
- A.3. The Grantee shall maintain custody of its historically significant original records.
- A.4. The Grantee shall make its archived materials available for public research during reasonable hours.
- A.5. If not already implemented, the Grantee will implement sound archival practices. The Grantee will continue to employ sound archival practices both during and after the term of this grant contract. This duty shall survive the termination of this Grant Contract.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on August 1, 2024 ("Effective Date") and extend for a period of ten (10) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed four thousand nine hundred forty-nine dollars (\$4,949.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section

C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Kimberly Wires, Archives Development Program
Tennessee State Library and Archives
1001 Rep. John Lewis Way North
Nashville, TN 37219

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 State, Tennessee State Library and Archives
- (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-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior,

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

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

Jami Awalt, Assistant State Archivist
Tennessee State Library and Archives
1001 Rep. John Lewis Way North
Nashville, TN 37219
jami.awalt@tnsos.gov
615-253-3458

The Grantee:

Graham Stowe, County Executive
Giles County Archives
222 W. Madison St., Pulaski, TN 38478
gstowe@gilescountytn.gov
Telephone # 931-363-5300

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

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

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a

breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. 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. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall

remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

- 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. 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.3. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.4. Title VI Compliance. Grantee shall comply with requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d-1, pursuant to the guidelines established by the Tennessee Human Rights Commission's Title VI Compliance Office, by completing all of the following items:
- a. Provide name and contact information of Grantee's Title VI Coordinator to State.
 - b. Ensure Policies and Procedures Manual contains a Title VI section with information on: (a) Filing a complaint; (b) Investigations; (c) Report of findings; (d) Hearings and appeals; (e) Description of Title VI Training Program; (f) Limited English Proficiency (LEP) procedure; and (g) Retaliation.
 - c. Train all staff (regular, contract, volunteer) on Title VI upon employment and annually thereafter. Training documentation shall be made available upon request of State, and include: 1) dates and duration of each training; 2) list of staff completing training on each date.
 - d. Annually complete and submit a Title VI self-survey as supplied by State.
 - e. Implement a process and provide documentation to ensure service recipients are informed of Title VI and how to file a discrimination complaint.

Additional Title VI resources may be found at: <https://sos.tn.gov/TitleVI>

IN WITNESS WHEREOF,

GILES COUNTY ARCHIVES:



GRANTEE SIGNATURE

03 Sep 2024

DATE

Graham S. Stowe


PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE STATE LIBRARY AND ARCHIVES:

 09-23-224

JAMES RITTER, STATE LIBRARIAN AND ARCHIVIST DATE

DEPARTMENT OF STATE:

 10-7-2024

TRE HARGETT, SECRETARY OF STATE DATE

JWR

ATTACHMENT 1

GRANT BUDGET				
Archives Development Direct Grant				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable				
Period:				
BEGIN: August 1, 2024		END: May 31, 2025		
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	\$1,800.00	0.00	\$1,800.00
	Professional Fee, Grant & Award ²	\$665.00	0.00	\$665.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$2,484.00	0.00	\$2,484.00
	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
	GRAND TOTAL	\$4,949.00	0.00	\$4,949.00

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-1/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.

ATTACHMENT 1

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Carey Jones, Contractor, assembling metal shelving	\$665.00
TOTAL	\$665.00



received
01/06/2025 au

STATE OF TENNESSEE
DEPARTMENT OF FINANCE AND ADMINISTRATION
DIVISION OF ADMINISTRATION
OFFICE OF BUSINESS AND FINANCE
312 ROSA L. PARKS AVENUE
WILLIAM R. SNODGRASS TENNESSEE TOWER
NASHVILLE, TENNESSEE 37243-0294
(615) 741-4100
Direct.Grants@tn.gov

**LETTER OF AGREEMENT:
DIRECT APPROPRIATION GRANT
FOR GOVERNMENTAL ENTITIES**

Date: October 28, 2024

To: The Honorable Graham Stowe
Giles County Government
222 W. Madison Street
Pulaski, Tennessee 384780000

From: **Commissioner James Bryson**

The State's budget for the fiscal year beginning July 1, 2024, includes a direct appropriation grant payable to your organization.

This appropriation is in addition to any other funding or appropriation provided to you by the State of Tennessee.

Section 7, Item 66, of the 2024 Appropriations Act reads as follows:

Miscellaneous Appropriations, PC 512 – Transportation of Mental Health Patients, in Section 1, Title III-22, Item 10.4, shall be paid subject to the provisions of Section 21 of this Act.

This direct appropriation grant for Mental Health Transport to the Giles County Government is \$20,973.00.

If you choose to accept this award:

1. Sign this agreement (include your taxpayer identification number and a daytime phone number) in the space provided as your acceptance of the following terms and conditions:
 - a) If you fail to fulfill your obligations under this agreement, the State shall have the right to seek restitution, pursuant to the laws of the State of Tennessee, from you for payments made to you under this agreement.
 - b) Your records and documents, insofar as they relate to the performance of your obligations or to payments received under this agreement, shall be maintained in a manner consistent with the accounting procedures of the Comptroller of the Treasury, pursuant to T.C.A. 4-3-304 and applicable rules and regulations thereunder.

- c) The funds received shall be placed in an interest-bearing account until such time as they are needed for the purposes set out in the Appropriations Act. In the event that any portion of the funds is not expended, the unexpended portion plus any accrued interest shall be returned to the State.
- d) You must complete the attached W-9 Form and return it with this signed Letter of Agreement. You are responsible for and assume the liability for failure to provide the correct taxpayer identification number for IRS purposes.

2. Return to the State agency head the following materials together:

- a) This signed Letter of Agreement; and
- b) W-9 Form.

We encourage you to return these materials as soon as possible. The State is prepared to process this agreement and issue payment in a timely fashion, upon receipt of these materials.

Please return the signed materials to CriminalJustice.Program@tn.gov by November 15, 2024. Please notify us of circumstances or delays requiring an extended return date.

3. The Grantee shall comply with all other requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual/redirect-fund-source-chapters/fund-source-chapters/mental-health-transport.html>.

The Grantee agrees to comply with any changes in requirements made in the manual and/or identified in correspondence from the Office of Criminal Justice Programs.

- a) This includes but is not limited to:
 - i. Adopting a Humane Transport Policy.
 - ii. Providing Mental Health Awareness Training to transport staff.
 - iii. Assuring secondary transport agents meet written guidance and state statutes.
 - iv. Quarterly reporting of transports conducted under this program.
 - v. Annual reconciliation of funds spent under this program.
 - vi. Unspent funds at the end of the year must be retained, utilized, and applied to future qualifying Mental Health Transport costs. Unspent funds must be reconciled with the state annually until exhausted.

Please retain a copy of this letter for your records. Payment status and accounting inquiries may be directed to the following staff of this department:

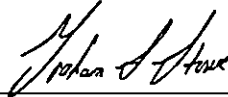
Office of Business and Finance
312 Rosa L Parks Ave.
William R. Snodgrass Tennessee Tower 20th Floor
Nashville, TN 37243-1102
OBF.Grants@tn.gov

If you should have any questions or comments or need any assistance responding to this request, please contact Mike Holt (Mike.Holt@tn.gov) at 615-532-8193.

Please retain a copy of this letter for your records. Payment status and accounting inquiries may be directed to the following staff of this department:

Tennessee Department of Finance and Administration
Office of Business and Finance
Attention: Accounts Payable
312 Rosa L. Parks Avenue, 20th floor
Nashville, Tennessee 37243
[OBF APUnit@tn.gov](mailto:OBF_APUnit@tn.gov)

On behalf of Giles County Government, I hereby agree to the aforementioned terms and conditions.



Official's Signature

29 October 2024

Date

Graham Stowe

Official's Name (please print)

County Executive

Official's Title or Position

931 363 5300

Daytime Contact Phone Number

Federal Taxpayer Identification Number



GRANT AMENDMENT

received
01/06/2025

as

Agency Tracking # 34360-95724	Edison ID 79308	Contract # GG-24-79308-03	Amendment # 3
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Contractor Legal Entity Name Giles County Government	Edison Vendor ID 4199
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Amendment Purpose & Effect(s)
Extend end date, increase max liability, update speed chart and funding source, replace D.20, and replace Attachments 1, 2, and 4

Amendment Changes Contract End Date: YES NO End Date: July 31, 2026

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **\$284,189.00**

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2024					
2025		\$7,810.00	\$376,379.00		\$384,189.00
2026					
2027					
TOTAL:		\$7,810.00	\$376,379.00		\$384,189.00

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.

Eric Buchholz

CPO USE

GG-24-79308-03

Speed Chart (optional) HL00019321	Account Code (optional) 71301000
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**AMENDMENT 3
OF GRANT CONTRACT GG-24-79308-02**

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

1. Grant Contract section B is deleted in its entirety and replaced with the following:

B. TERM OF CONTRACT:

This Grant Contract shall be effective for the period beginning on July 1, 2023 ("Effective Date") and ending on July 31, 2026, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term

2. Grant Contract section C.1 is deleted in its entirety and replaced with the following:

C.1 Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Three Hundred Eighty-Four Thousand One Hundred Eighty-Nine Dollars (\$384,189.00) ("Maximum Liability"). The Grant Budget attached and incorporated as Attachment 2 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

3. Grant Contract Attachment 1 is deleted in its entirety and replaced with the new Attachment 1 attached hereto.
4. Grant Contract Attachment 2 is deleted in its entirety and replaced with the new Attachment 2 attached hereto.
5. Grant Contract Attachment 4 is deleted in its entirety and replaced with the new Attachment 4 attached hereto.
6. Grant contract Section D.20 is deleted in its entirety and replaced with the following:

D.20 Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non- competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

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

IN WITNESS WHEREOF,

GILES COUNTY GOVERNMENT:



06 Dec 2024

GRANTEE SIGNATURE

DATE

Graham Stowe, Giles County Executive

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF HEALTH:

Ralph Alvarado, MD, FACP

Digitally signed by Ralph Alvarado, MD,

FACP

Date: 2024.12.06 15:42:34 -06'00'

RALPH ALVARADO MD, FACP, COMMISSIONER

DATE

GILES COUNTY



TENNESSEE

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

GRAHAM STOWE
COUNTY EXECUTIVE

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

October 10, 2024

Ms. Ami Mitchell
Regional Director
South Central Regional Health Department
1216 Trotwood Avenue
Columbia, TN 38401

ALG

Dear Ms. Mitchell:

Please accept this letter as a request for \$376,379 in Epidemiology and Laboratory Capacity and Control of Infectious Diseases (ELC) funding allocated to the Giles County Health Department, which is located at 209 S. Cedar Lane, Pulaski, TN 38478. This is in addition to the expenses incurred from the previously approved immunization funding in the amount of \$7,810.

The funding will be used for renovations, upgrades, and purchases to navigate the impact of COVID-19 outbreak. This will ensure preparation for any future outbreaks. Renovations, upgrades, and purchases may include:

- HVAC System
- Med Room Renovations
- Mini split HVAC for med room
- Generator to back up med room
- Access control for building
- ADA compliance upgrades
- Electronic signs
- Flooring
- Information monitors
- Negative Air Isolation
- Wall or glass to separate sick and well patients
- Furniture for shared space
- Vaccine Refrigerators
- Canopy/Awning
- Sheds for Storage
- Paving to include an Entrance and an Exit

These developments will establish a setting conducive for a public health emergency and will assure the protection, promotion, and improvement of the health and well-being of the people of Tennessee.

If funded, Giles County Government will amend the cost-reimbursement contract 79308 with the Tennessee Department of Health, assist in the procurement bid process, and collect and submit timely invoices for reimbursement.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Graham Stowe", written in a cursive style.

Graham Stowe
Giles County Executive

GRANT BUDGET				
Giles County Government				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 07/01/2023				
END: 7/31/2026				
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award ²	0.00	0.00	0.00
	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	\$384,189.00	0.00	\$384,189.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	\$384,189.00	0.00	\$384,189.00

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.

GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
Renovations and/or purchases.	\$384,189.00
TOTAL	<u>\$384,189.00</u>

GRANT BUDGET				
Giles County Government				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 07/01/2023 END: 6/30/2024				
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award ²	0.00	0.00	0.00
	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
	GRAND TOTAL	0.00	0.00	0.00

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.

GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
TOTAL	

GRANT BUDGET				
Giles County Government				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 07/01/2024			END: 06/30/2025	
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award ²	0.00	0.00	0.00
	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	\$384,189.00	0.00	\$384,189.00
	Indirect Cost	0.00	0.00	0.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	\$384,189.00	0.00	\$384,189.00

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

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

GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
Renovations and/or purchases	\$384,189.00
TOTAL	<u>\$384,189.00</u>

GRANT BUDGET				
Giles County Government				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 07/01/2025 END: 6/30/2026				
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award ²	0.00	0.00	0.00
	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
	GRAND TOTAL	\$0.00	0.00	\$0.00

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.

GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
	\$0.00
TOTAL	\$0.00

GRANT BUDGET				
Giles County Government				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 07/01/2026 END: 7/31/2026				
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award ²	0.00	0.00	0.00
	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
	GRAND TOTAL	\$0.00	0.00	\$0.00

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

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

GRANT BUDGET LINE-ITEM DETAIL:

CAPITAL PURCHASE	AMOUNT
	\$0.00
TOTAL	\$0.00

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Giles County Government
Subrecipient's Unique Entity Identifier (SAM)	LGCMDD6KKBT8
Federal Award Identification Number (FAIN)	NU50CK000528
Federal award date	10/17/2023
Subaward Period of Performance Start and End Date	08/01/2019 – 07/31/2026
Subaward Budget Period Start and End Date	08/01/2023 – 07/31/2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	93.323 Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)
Grant contract's begin date	July 1, 2023
Grant contract's end date	July 31, 2026
Amount of federal funds obligated by this grant contract	\$376,379.00
Total amount of federal funds obligated to the subrecipient	\$0.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$874,565,899.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)
Name of federal awarding agency	Centers for Disease Control and Prevention (CDC)
Name and contact information for the federal awarding official.	Myrtle Smalls, Grants Management Specialist Office of Grant Services 2939 Flowers Rd., MS TV2 Atlanta, GA 30341 Email: tiu0@cdc.gov
Name of pass-through entity	Department of Health - CEDEP
Name and contact information for the pass-through entity awarding official.	Dr. Ralph Alvarado Commissioner Ralph.alvarado@tn.gov 615-532-6942
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	14.6 %

ATTACHMENT 4

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Giles County Government
Subrecipient's Unique Entity Identifier (SAM)	LGCMDD6KKBT8
Federal Award Identification Number (FAIN)	1NH23IP922617-02
Federal award date	4/6/21
Subaward Period of Performance Start and End Date	07/01/2020 - 06/30/2021
Subaward Budget Period Start and End Date	07/01/2020 - 06/30/2024
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title	93.268
Grant contract's begin date	7/1/23
Grant contract's end date	7/31/26
Amount of federal funds obligated by this grant contract	\$7,810.00
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$35,173,225.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	1D21 IMMUN & VACCINES FOR CHIL
Name of federal awarding agency	CENTERS FOR DISEASE CONTROL
Name and contact information for the federal awarding official	Tricia Schwarts-Kitchens - cwk5@cdc.gov
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	Catherine Haralson - cathering.d.haralson@tn.gov
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	

Document Approval Status

SetID SHARE
Supplier Giles County

Contract ID 0000000000000000000079308

Review/Edit Approvers

Agency Approvals

SHARE/00000000000000000000000079308: **Approved** View/Hide Comments

Agency Approvals.

Approved ✓ Jean E Davis Document Approval 1 12/09/24 - 8:00 AM	→	Approved ✓ Jean E Davis Document Approval 2 12/09/24 - 8:01 AM
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CPD Level 1 & 2 Approvals

Approved ✓ Christiane Chambers Document Approval 3 12/09/24 - 1:53 PM

Comment History

Budget Office

SHARE/00000000000000000000000079308: **Approved** View/Hide Comments

Budget Threshold Approv >100K

Approved ✓ Sabrina Huffman Con - Budget Office Approval 12/13/24 - 11:26 AM

Comment History

Comptroller Special Appr

SHARE/00000000000000000000000079308: **Approved** View/Hide Comments

Rule Exceptions

Approved ✓ Anetra Smith Document Approval - Comptrole 12/16/24 - 8:33 AM
--

Comments

Comment History

Comptroller - Amendments

SHARE/00000000000000000000000079308: **Approved** View/Hide Comments

Amendments Term > 60 Months

Approved ✓ Anetra Smith Document Approval - Comp AMEND 12/16/24 - 8:33 AM

Comments

Comment History

CPO Final Contract Approval:

SHARE/00000000000000000000000079308: **Approved** View/Hide Comments

CPD Final Contract Approval

Approved ✓ Eddie Smith Document Approval 3 12/18/24 - 8:56 AM

Comment History

Comments 🔍

Return to Document Management

RECEIVED
11/26/2024

Address: 222 West Madison Street, Pulaski, TN
Property ID: 401014

**SECOND AMENDMENT TO
EQUIPMENT AND OCCUPANCY LICENSE AGREEMENT**

THIS SECOND AMENDMENT TO EQUIPMENT AND OCCUPANCY LICENSE AGREEMENT (this "**Amendment**"), dated as of the Effective Date (as hereinafter defined), between TRUIST BANK, a North Carolina banking corporation ("**Licensor**"), and GILES COUNTY, TENNESSEE ("**Licensee**"), recites and provides:

RECITALS

A. Pursuant to that certain Lease Agreement dated October 17, 2007 (as thereafter amended, the "**Lease**"), Licensee leases certain premises to Licensor located at 222 West Madison Street, Pulaski, Giles County, Tennessee (as more particularly set forth in the Lease, the "**Leased Premises**")

B. By Equipment and Occupancy License Agreement dated as of April 1, 2020, as amended by that First Amendment to Equipment and Occupancy License Agreement dated as of October 31, 2022, Licensor licenses to Licensee and Licensee licenses from Licensor: (i) the Drive-Thru Equipment, and (ii) the right to occupy the Drive-Thru Area for the purpose of providing certain municipal services to the citizens of the Giles County, Tennessee (the "**License**") located on a portion of the Leased Premises.

C. Licensor and Licensee now desire to amend the License to set forth certain additional understandings and agreements, all as more particularly described below.

AMENDMENT

FOR and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** Unless specifically defined herein, all capitalized terms used in this Amendment shall have the meanings set forth in the License. The recitals to this Amendment are hereby incorporated into and made a part of this Amendment.

2. **Extension of License Term.** The License is hereby amended to extend the Term of the License for an additional period of three (3) years commencing on November 1, 2024 and expiring on October 31, 2027, unless sooner terminated as provided in the License (the "**Second Extended Term**"); upon the terms and conditions set forth in the License, as amended hereby. Licensee accepts the Drive-Thru Equipment and the Drive-Thru Area during the Second Extended Term in their "AS-IS, WHERE IS" condition, and acknowledges and agrees that Licensor shall not be required to make any improvements to the Drive-Thru Equipment or the Drive-Thru Area.

3. **Rent.** During the Extended Term, Licensee shall pay to Licensor an annual rent in the amount of \$1,200.00, due and payable on or before November 1 of each year, commencing November 1, 2024.

4. **Ratification and Acknowledgments.** Except as expressly amended hereby, the License is

hereby ratified and confirmed and remains in full force and effect. In the event of any inconsistency between the terms of the License and this Amendment, the terms of this Amendment shall in all cases govern. Licensee acknowledges and agrees that (i) no defaults by Licensor have occurred or exist under the License and (ii) Licensee has no set-offs or defenses to Licensee's obligations under the License including, without limitation, Licensee's obligation to pay rent. Each party represents and warrants to the other that this Amendment has been duly authorized, executed and delivered by all necessary action on its behalf, constitutes the valid and binding agreement of such party and is enforceable in accordance with its terms.

5. Brokerage Commission. Each party represents and warrants that it has not engaged the services of or dealt with any broker, salesperson or other entity who may claim a commission or other payment in conjunction with this Amendment. Each party agrees to indemnify, defend and hold the other harmless from and against all loss, claims, costs and expenses (including attorneys' fees) caused by a breach of the foregoing representation.

6. Effective Date. "**Effective Date**" shall mean the last day that this Amendment is executed by the parties as set forth on the signature page hereof.

7. Successors and Assigns. This Amendment shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

8. Entire Agreement. This Amendment, together with the License, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior discussions, understandings, agreements and negotiations between the parties hereto (including without limitation all previously-generated offers, counter-offers, expressions of interest, deal letters, term sheets and letters of intent, whether or not signed). This Amendment and the License may be modified only by a written instrument duly executed by the parties hereto.

9. Governing Law. This Amendment shall be construed and enforced in accordance with the laws of the jurisdiction in which the Premises are located, without regard to conflicts of law rules.

10. OFAC Disclosure. Licensee represents and warrants to Licensor (i) that neither Licensee nor any person or entity that directly or indirectly owns any interest in it nor any of its officers, directors or managing members is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset control ("**OFAC**") of the U.S. Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224 (the "**Executive Order**") signed on September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action, (ii) that Licensee's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the "**Money Laundering Act**"), and (iii) that throughout the term of the License, as amended hereby, Licensee shall comply with the Executive Order and with the Money Laundering Act.

11. Counterparts; Delivery. This Amendment may be executed in any number of separate counterparts by the parties hereto, each of which, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument. Any signature page from any such counterpart may be attached to any other counterpart to complete a fully executed counterpart of this Amendment. Signatures to this Amendment (or to any assignment or

amendment to this Amendment) transmitted in a commonly accepted electronic format that reproduces an image of the actual executed signature page shall be deemed a binding original and shall have the same legal effect, validity, and enforceability as a manually executed counterpart of the document to the extent and as provided for in the Federal Electronic Signatures in Global and National Commerce Act and the applicable state law based on the Uniform Electronic Transactions Act. In no event shall any party be obligated hereunder unless and until this Amendment has been fully executed and delivered by all parties hereto.

12. Automatic Rescission. At Licensor's option, this Amendment shall be automatically rescinded and shall be null and void in the event this Amendment has not been fully-executed and delivered by all parties hereto within ninety (90) days after the date this Amendment is executed by the first of the parties to execute on the signature page hereof, TIME BEING OF THE ESSENCE.

NOTICE: THIS DOCUMENT DOES NOT CONSTITUTE AN OFFER OR AN ACCEPTANCE OF AN OFFER TO LICENSE. THIS DOCUMENT SHALL NOT BE BINDING ON ANY ENTITY UNLESS AND UNTIL IT IS DULY EXECUTED BY AND DELIVERED TO EACH PARTY TO THIS DOCUMENT.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed or caused this Amendment to be executed on their behalf by their duly authorized representatives as of the Effective Date.

LICENSOR:

TRUIST BANK, a North Carolina banking corporation

By: Ryan Schuetz
Print Name: Ryan Schuetz
Title: Vice President

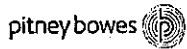
Date: November 26, 2024

LICENSEE:

GILES COUNTY, TENNESSEE, a county government

By: G.S. Stowe
Print Name: G. S. STOWE
Title: GILES COUNTY EXECUTIVE

Date: 01 NOV 2024, 2024



NASPO ValuePoint FMV Lease Agreement (Option C)

received
01/14/2025 (w)

--	--	--	--	--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee			Tax ID # (FEIN/TIN)		
PULASKI ELEMENTARY SCHOOL			626000609		
Sold-To: Address					
606 S CEDAR LN, PULASKI, TN, 38478-4399, US					
Sold-To: Contact Name		Sold-To: Contact Phone #		Sold-To: Account #	
Dawn Green		9313635233		0010102346	
Bill-To: Address					
606 S CEDAR LN, PULASKI, TN, 38478-4399, US					
Bill-To: Contact Name		Bill-To: Contact Phone #		Bill-To: Account #	
				0010875167	
Ship-To: Address					
606 S CEDAR LN, PULASKI, TN, 38478-4399, US					
Ship-To: Contact Name		Ship-To: Contact Phone #		Ship-To: Account #	
Dawn Green		9313635233		0010102346	
PO #					

Your Business Needs

Qty	Item	Business Solution Description
1	SPMAILSTATION	SendPro Mailstation
1	DM1RKL	Return Kit for DM100/125 - Large
	F90I	Basic Installation and Training
1	F9PG2	PowerGuard LE Service Package
1	HZ00	SendPro Mailstation with 5lb Scale
1	PTJ1	SendPro Online-PitneyShip
1	PTJ8	SPO-PitneyShip Mailing included w HW
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTKQ	SendPro Mailstation Stamps 50 Users
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro Mailstation)

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 29.79	\$ 89.37

*Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are either (i) included in your State's contract which is available at <http://www.pb.com/states> or (ii) available by clicking on the hyperlink for that software located at https://www.naspo.valuepoint.org/search/?term=pitney+bowes&page_ref=contractors. Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808; 79240
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Ted Delia	ted.delia2@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

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

2025-1

received
 01/14/2025 CW

COUNTY GENERAL FUND 101

		DR	CR
Mental Health Transport Grant & Carryover			
54210	718 Motor Vehicles		39,476.00
54210	399 Other Contracted Services		20,973.00
39000	Fund Balance - Prior Year Rollover	39,476.00	
46980	Other State Grants	20,973.00	
Health Immunization - ARRPA Grant # 1			
58331	707 Building Improvements		184,189.00
58331	790 Other Equipment		100,000.00
47401	American Rescue Plan Act Grant # 1	284,189.00	
Shelter Donations			
55120	357 Veterinary Services - Regular Donations 01/09/25		2,247.00
55120	335 Maintenance & Repair - Fence Donations		2,828.00
44570	Contributions & Gifts	5,075.00	
Archives Development Grant			
56900	189 Other Salaries & Wages		1,800.00
56900	399 Other Contracted Services		665.00
56900	790 Other Equipment		2,484.00
46980	Other State Grants	4,949.00	
Opioid Settlement Funds			
58500	316 Contributions		140,164.76
39000	Opioid Settlement Fund Balance	140,164.76	
Election Commission			
51500	348 Postal Charges		665.00
51500	499 Other Supplies & Materials		3,700.00
51500	506 Liability Insurance		73.00
51500	317 Data Processing Services	438.00	
51500	355 Travel	3,800.00	
51500	524 In Service/Staff Development	200.00	
Jail Budgeting for Fully Staffed Positions			
54210	140 Salary Supplements		4,000.00
54210	160 Guards		76,056.00
54210	167 Maintenance Personnel		9,500.00
54210	187 Overtime		40,000.00
54210	201 Social Security		5,715.00
54210	204 State Retirement		6,618.00
54210	207 Medical Insurance		26,842.00
54210	212 Employer Medicare		1,340.00
39000	Fund Balance	170,071.00	
Sheriff Department			
54110	105 Supervisor		37,175.00
54110	162 Clerical Personnel	33,746.00	
54110	110 Lieutenant		43,250.00
54110	109 Captain	44,070.00	

54110	170	School Resource Officer		5,655.00
54110	187	Overtime		30,000.00
54110	108	Investigator	38,264.00	
54110	716	Law Enforcement Equipment		14,780.00
54110	718	Motor Vehicles	14,780.00	

**Solid Waste
Sanitation Management**

55710	302	Advertising		115.00
55710	599	Other Charges		10.00
55710	349	Printing, Stationary, Forms	125.00	

Litter Grant

55720	147	Truck Driver		2,000.00
55720	201	Social Security		240.00
55720	212	Employer Medicare		15.00
55720	169	Part-time Personnel	2,000.00	
55720	338	Maintenance & Repair - Vehicles	255.00	

Waste Pickup - TDOT Grant

55731	790	Other Equipment		1,200.00
55731	499	Other Supplies & Materials	1,200.00	

Convenience Centers

55732	167	Maintenance Personnel		8,000.00
55732	410	Custodial Supplies		100.00
55732	499	Other Supplies & Materials		700.00
55732	733	Solid Waste Equipment (Grant)		900.00
55732	169	Part-time Personnel	8,000.00	
55732	399	Other Contracted Services	1,700.00	

	813,475.76
	813,475.76

County Executive

Attest:

County Clerk

Sponsor:

Matt Rubelsky

2025-2

received
01/14/2025 CW

Account # Code	Description	Debit	Credit
Fund 141	General Purpose School		
	ISM to align with State		
	Elkton		
71100-722-ISM-100	Regular Instruction Equipment	978.00	
71300-116-ISM-100	Teachers	1,464.39	
71300-201-ISM-100	Social Security	145.97	
71300-204-ISM-100	State Retirement	87.82	
71300-207-ISM-100	Medical Insurance		1,730.95
71300-212-ISM-100	Employer Medicare Liability	34.13	
71300-217-ISM-100	Retirement - Hybrid Stabilization	44.03	
71300-429-ISM-100	Instructional Supplies and Materials	1,544.50	
71300-429-C-ISM-100	Instructional Supplies and Materials		11,960.47
71300-471-ISM-100	Software	5,733.32	
71300-730-ISM-100	Vocational Instructional Equipment	3,659.26	
	Minor Hill		
71100-722-ISM-200	Regular Instruction Equipment	62,499.46	
71300-116-ISM-200	Teachers		3,788.17
71300-201-ISM-200	Social Security		121.62
71300-204-ISM-200	State Retirement		946.18
71300-207-ISM-200	Medical Insurance		4,714.89
71300-212-ISM-200	Employer Medicare Liability		28.45
71300-217-ISM-200	Retirement - Hybrid Stabilization		578.34
71300-429-ISM-200	Instructional Supplies and Materials	63,909.03	
71300-429-C-ISM-200	Instructional Supplies and Materials		30,000.00
71300-730-ISM-200	Vocational Instructional Equipment		87,296.64
72130-524-ISM-200	In Service/Staff Development	435.00	
	Bridgeforth		
71100-722-ISM-400	Regular Instruction Equipment	46,079.15	
71300-116-ISM-400	Teachers		10,764.76
71300-201-ISM-400	Social Security		536.43
71300-204-ISM-400	State Retirement		406.66
71300-207-ISM-400	Medical Insurance		1,397.88
71300-212-ISM-400	Employer Medicare Liability		125.49
71300-429-ISM-400	Instructional Supplies and Materials	11,080.48	
71300-471-ISM-400	Software	14,199.98	
71300-730-ISM-400	Vocational Instructional Equipment	38,328.72	
72710-399-ISM-400	Other Contracted Services	7,500.00	
76100-706-ISM-400	Building Construction		104,560.60
	Giles County High School		
71100-722-ISM-500	Regular Instruction Equipment	25,180.17	
71300-123-ISM-500	Guidance Personnel	70,218.68	
71300-201-ISM-500	Social Security	4,354.30	
71300-204-ISM-500	State Retirement	4,781.86	
71300-207-ISM-500	Medical Insurance	7,288.04	
71300-212-ISM-500	Employer Medicare Liability	1,018.37	
71300-399-ISM-500	Other Contracted Services		19,312.58
71300-429-ISM-500	Instructional Supplies and Materials	11,955.12	
71300-429-C-ISM-500	Instructional Supplies and Materials		6,000.00
71300-730-ISM-500	Vocational Instructional Equipment		170,252.64
72130-123-ISM-500	Guidance Personnel		79,773.00
72130-201-ISM-500	Social Security		4,945.93
72130-204-ISM-500	State Retirement		5,073.56
72130-207-ISM-500	Medical Insurance		9,011.00
72130-212-ISM-500	Employer Medicare Liability		1,156.71
76100-706-ISM-500	Building Construction		45,541.62
76100-707-ISM-500	Building Improvements	224,595.62	

Richland High School			
71100-722-ISM-600	Regular Instruction Equipment	151,935.58	
71300-116-ISM-600	Teachers		6,487.42
71300-123-ISM-600	Guidance Personnel	66,298.28	
71300-201-ISM-600	Social Security	4,324.12	
71300-204-ISM-600	State Retirement	4,382.22	
71300-207-ISM-600	Medical Insurance	4,270.46	
71300-212-ISM-600	Employer Medicare Liability	1,011.32	
71300-399-ISM-600	Other Contracted Services	46,900.00	
71300-429-ISM-600	Instructional Supplies and Materials	29,026.59	
71300-429-C-ISM-600	Instructional Supplies and Materials		30,000.00
71300-730-ISM-600	Vocational Instructional Equipment		38,298.88
72130-123-ISM-600	Guidance Personnel		76,208.00
72130-201-ISM-600	Social Security		4,724.90
72130-204-ISM-600	State Retirement		4,846.83
72130-207-ISM-600	Medical Insurance		9,011.00
72130-212-ISM-600	Employer Medicare Liability		1,105.02
72710-729-ISM-600	Transportation Equipment	35,000.00	
76100-706-ISM-600	Building Construction		179,557.35

TVA Grants			
71100-499-TVA-600	Other Supplies - Richland		5,000.00
71100-499-TVA-300	Other Supplies - Pulaski Elementary		5,000.00
71100-499-TVA-400	Other Supplies - Bridgeforth		3,500.00
48130-TVA	Contributions	13,500.00	

Instruction			
71100-163	Educational Assistants		53,285.00
46510	TISA	53,285.00	

Transfer to 178 for Renovations			
99100-590	Transfer to Other Funds		3,500,000.00
39000	Fund Balance	3,500,000.00	

Transportation			
72710-338	Maintenance & Repair - Vehicles		11,419.04
49700	Insurance Recovery	11,419.04	

4,528,468.01	4,528,468.01
---------------------	---------------------

Fund 178 Education Capital Projects Fund # 2

Transfers From 141			
91300-304	Architects		200,000.00
91300-707	Building Improvements		3,300,000.00
49800	Transfer In	3,500,000.00	
		3,500,000.00	3,500,000.00

County Executive

Attest:

County Clerk

Sponsor:

Judy Pruett

received
01/09/2025 CW

RESOLUTION NO. 2025- 3
RESOLUTION OF THE GOVERNING BODY OF GILES COUNTY, TENNESSEE
APPROVING THE COUNTY ROAD LIST FOR 2025

WHEREAS, The Governing Body of Giles County pursuant to T.C.A 54-10-103 has the authority to authorize the Giles County Highway Department to perform work on roads listed on the Giles County Highway Department Road List ; and

WHEREAS, the Governing Body of Giles County, Tennessee desires to pass this resolution and to have the approval in place if requests are made of the Giles County Highway Department to perform road work or road repairs within its jurisdiction; and

WHEREAS, the Governing Body of Giles County finds it advantageous for the County to authorize road repair and related work during 2025.

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

SECTION ONE: That the Giles County Highway Department, be and is hereby authorized to perform road repairs and associated work as deemed necessary on any of the roads listed on the County Road List during the calendar year 2025.

Further that the Giles County Highway Department will provide a copy of the County Road List to be received and filed in the office of the County Court Clerk at the beginning of each year and also a listing of changes, corrections, additions and/or deletions to the prior year's listing.

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

This Resolution adopted this _____ day of _____ 2025.

County Mayor

ATTEST:

County Court Clerk

SPONSOR:

Highway Committee Member
Tim Risner

received
01/09/2025 CW

**RESOLUTION NO. 2025- 4
RESOLUTION OF THE GOVERNING BODY OF GILES COUNTY, TENNESSEE
AUTHORIZING THE HIGHWAY DEPARTMENT TO PERFORM WORK FOR THE
CITY OF ELKTON, ARDMORE, MINOR HILL, LYNNVILLE AND PULASKI**

WHEREAS, the Governing Body of Giles County, pursuant to T.C.A. 54-7-202 has the authority to authorize the Giles County Highway Department to perform work for other governmental entities provided that the cost of the projects so authorized be reimbursed to the Giles County Highway Department; and

WHEREAS, the Governing Body of Giles County, Tennessee desires to pass this resolution and to have the approval in place if requests are made of the Giles County Highway Department to perform road work or road repairs within its jurisdiction; and

WHEREAS, the Governing Body of Giles County finds it advantageous for the County to authorize road repair and related work during 2025.

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

SECTION ONE: That the Giles County Highway Department, be and is hereby authorized to perform certain road repairs and associated work as requested by the Cities of Elkton, Ardmore, Minor Hill, Lynnville and Pulaski during the calendar year 2025.

Further that the Giles County Highway Department will provide all labor and equipment and the requesting municipality will reimburse all materials used in any road repairs and for the cost of the fuel for highway equipment and the labor expenses of the County employees.

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

This Resolution adopted this _____ day of January, 2025.

COUNTY MAYOR

ATTEST:

County Court Clerk

SPONSOR:

Highway Committee Member
Tim Risner

RESOLUTION

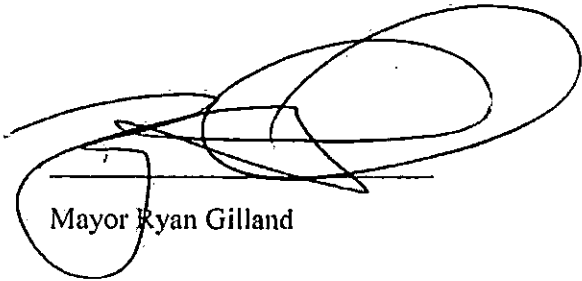
A RESOLUTION ASKING THE GILES COUNTY COMMISSION TO AUTHORIZE THE GILES COUNTY HIGHWAY DEPARTMENT TO PERFORM WORK IN THE CITY OF ELKTON, SUBJECT TO FUEL, MATERIAL AND EMPLOYEE HOURLY COMPENSATION REIMBURSEMENT.

WHEREAS, it appears the City of Elkton, Tennessee will desire the assistance of the Giles County Highway Department for street and road maintenance during the 2024-2025 fiscal year; and

WHEREAS, it is deemed necessary and appropriate to request approval from the Giles County Commission for such assistance and;

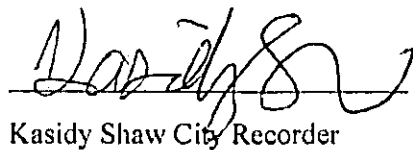
NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMAN OF THE CITY OF ELKTON, TENNESSEE, that the Mayor be authorized and directed to seek such approval from the Commission.

Passed unanimously this 12th day of December 2024.



Mayor Ryan Gilland

ATTEST:



Kasidy Shaw City Recorder

"RESOLUTION NO. R-24-12-05

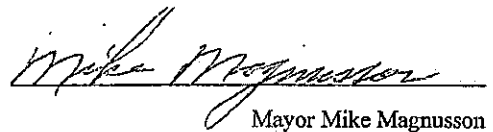
A RESOLUTION ASKING THE GILES COUNTY COMMISSION TO AUTHORIZE THE GILES COUNTY HIGHWAY DEPARTMENT TO PERFORM WORK IN THE CITY OF ARDMORE, SUBJECT TO FUEL, MATERIAL, AND EMPLOYEE HOURLY COMPENSATION REIMBURSEMENT.

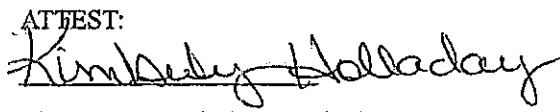
WHEREAS, it appears the City of Ardmore, Tennessee will desire the assistance of the Giles County Highway Department for street and road maintenance during the 2025 fiscal year; and

WHEREAS, it is deemed necessary and appropriate to request approval from the Giles County Commission for such assistance; and

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF ARDMORE, TENNESSEE, that the Giles County Highway Department is hereby authorized to provide work within the city limits of Ardmore, Tennessee and such work performed will be charged only at the direct cost and expense for labor, equipment use, materials and fuel that has been approved and appropriated by the Giles County Commission..

Passed unanimously this the 5th day of December 2024."


Mayor Mike Magnusson

ATTEST:

City Recorder Kimberly Holladay

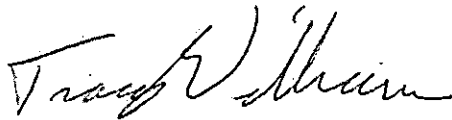
City Of Minor Hill

P.O. BOX 69
MINOR HILL, TENNESSEE 38473

RESOLUTION

Whereas: The City of Minor Hill requests the Giles County Highway Department to do roadwork for the City, for reimbursement, for the year 2025.

Passed: December 3, 2024



Tracy Wilburn
Mayor
City of Minor Hill

RESOLUTION 2025-5: TO REQUEST BALANCE OF ACCOUNTS REMITTED TO STATE TREASURER UNDER UNCLAIMED PROPERTY ACT

WHEREAS, *Tennessee Code Annotated*, Sections 66-29-146(c) provides that a municipality or county in Tennessee may request payment for the unclaimed balance of funds reported and remitted by or on behalf of the local government if it exceeds one hundred dollars (\$100), less a proportionate share of the cost of administering the program; and,

WHEREAS, Giles County and/or its agencies have remitted unclaimed amounts to the State Treasurer in accordance with the Uniform Unclaimed Property Act; and

WHEREAS, Giles County agrees to meet all of the requirements of Tennessee Code Annotated Section 66-29-101 et seq. and to accept liability for future claims against accounts represented in funds paid to it and ,

WHEREAS, it is agreed that local government will retain a sufficient amount to insure prompt payment of allowed claims and that the balance of funds will be deposited in this local government's general fund;

NOW, THEREFORE, BE IT RESOLVED that the county legislative body of Giles County requests the State Treasurer to pay the unclaimed balance of funds to it in accordance with the provisions of *Tennessee Code Annotated*, Section 66-29-146 (c).. A list of remittances made by or on behalf of this county and its agencies is attached.

Adopted this 21st day of January, 2025, by the county legislative body of Giles County, Tennessee.

APPROVED:

County Executive

ATTEST:

County Clerk

Sponsor

I hereby certify that this is a true and exact copy of the foregoing Resolution which was approved and adopted at a meeting held on the 21st day of January, 2025, the original which is on file in this office in Minute Book _____, page _____.

I further certify that the county legislative body of Giles County consists of 21 members, and that _____ members voted in favor of the Resolution.

(Signature)

(Title)

**REMITTANCES FILED BY OR ON BEHALF OF LOCAL GOVERNMENT
AND ITS AGENCIES**

Name of County/Municipality GILES COUNTY

Mailing Address PO BOX 678

PULASKI, TN 38478-0678

Name of Holder or Agency Submitting Report and Remittance	Holder Identification Number	Amount of Remittance (If Available)	Date of Remittance (If Available)	Federal employer tax ID #
Giles County Board of Education				
Giles County Highway Department				
Giles County Ambulance Service				
Giles County				
Giles County Circuit Court Clerk				
Giles County Chancery Court Clerk				
Giles County Clerk				
Giles County General Sessions Judge				

I certify that any agencies included in this request are chartered under this local government.

Phone Number (Signature)

Printed Name (Title)

Date _____

This report and accompanying Resolution may be filed with the Unclaimed Property office of the State Treasury Department at any point between the actual remittance of unclaimed accounts and the June 1 eighteen months following.

**REMITTANCES FILED BY OR ON BEHALF OF LOCAL GOVERNMENT
AND ITS AGENCIES**

Name of County/Municipality GILES COUNTY

Mailing Address PO BOX 678

PULASKI, TN 38478-0678

Name of Holder or Agency Submitting Report and Remittance	Holder Identification Number	Amount of Remittance (If Available)	Date of Remittance (If Available)	Federal employer tax ID #
Giles County Trustee				
Giles County Register of Deeds				
Giles County Tax Assessor				
Giles County Jail				

I certify that any agencies included in this request are chartered under this local government.

Phone Number (Signature)

Printed Name (Title)

Date _____

This report and accompanying Resolution may be filed with the Unclaimed Property office of the State Treasury Department at any point between the actual remittance of unclaimed accounts and the June 1 eighteen months following.

GUIDELINES FOR LOCAL GOVERNMENTS WHO FILE A CLAIM FOR AND/OR HAVE RECEIVED A REFUND OF UNCLAIMED PROPERTY

Property must be reported and remitted to Treasury 18 months prior to requesting the refund.
Please see TCA 66-29-101 et seq especially TCA 66-29-146(c).

1. For a local government to receive a refund complete the **“Resolution to Request Unclaimed Balance of Accounts Remitted to State Treasurer under Unclaimed Property Act”**. The local government must pass this resolution. Be sure to pass a new resolution and update it each year through December 31. This form is enclosed.
2. In order for a local government to receive a refund, they must complete the **“Remittances Filed By or On Behalf of Local Government and Its Agencies”**. This is a list of all the agencies under the local government making the claim, their holder identification number, Federal Tax ID number, the amount the agency turned over if available to the Division of Unclaimed Property, and the date of the remittance if available to the Division of Unclaimed Property. If you do not include the agency under the local government, we will NOT refund any money from that agency back to the local government. This form is enclosed.
3. **Deadline Item:** To receive a refund, submit the resolution and list of remittances by **June 1** to the Treasury Department Division of Unclaimed Property. Treasury will make the refund by June 30. The local government must resubmit a new claim the following year again by June 1. Resolutions received after June 1 will be processed the next June 1.
4. Send a cover letter on your letterhead with your resolution. Include a contact name, mailing address, FEIN, and phone number. The check will be sent to the local government.
5. Any refunded money shall be placed in the local government’s general fund; however, a sufficient cash reserve shall be maintained to insure prompt payment of claims.
6. The local government shall assume the responsibility of receiving claims against the refunded unclaimed property.