

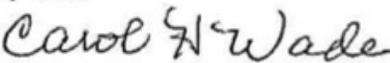
**TO THE HONORABLE MEMBERS OF THE BOARD OF COMMISSIONERS
GILES COUNTY, TENNESSEE
I HEREBY SUBMIT THE FOLLOWING REPORT
February 17, 2026**

Roll Call
Court Open
Prayer

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

- 1. Agenda Concurrence**
- 2. Approval of Minutes of January 20, 2026, Regular Session**
- 3. PUBLIC COMMENTS**
- 4. ADDRESS COMMISSION:** EDC Director Philip Reese
- 5. CE and Dept Head Reports**
 - A. Statewide Proposal to stabilize County Budgets and address Greenbelt Challenges
House Bill 2375
- 6. ELECTIONS**
 - A. Notaries Public at Large**
Re-Election notaries: Judith Briggs, Belinda Brindley, Jennifer B Brindley, Wanda Erwin, Daphne Long, Teresa Faye Mattox, Jamie M. Sprakties, Crystal R Tucker, Samantha Leigh Williams
 - B. Sixth District County Commissioner** – to complete the unexpired term of Joseph Sutton
 - C. Airport Authority:** Ryan Gilland (through Jan 30) and Derek Rowe (through Jan 29)
 - D. Veteran's Service Officer** - Tracy Wooten September 2026
- 7. REPORTS**
 - A. Finance Director for December 2025, including the following:
Giles County General Fund, Drug, American Rescue Plan, Probation Fund, Highway, School, Federal, Food Service, Debt Service, Capital Projects, Highway Capital Projects, Education Capital Projects, Education Capital #2 and other Capital Projects
- 8. CONTRACTS, AGREEMENTS, AND GRANTS**
 - A. Giles County Sheriff's Department – SO – THSO 10/1/25-9/30/26
 - B. Shelter Luv – Animal Shelton online platform
 - C. Giles County Health Department-ARP Facilities Improvement – 01/13/2023-06/30/2026
 - D. Giles County Schools – TNTP - effective date until 06/30/2030
- 9. Amendments**
 - 2026-13 Authorizing the amendment of the 2025-2026 Budget, County General Fund 101
 - 2026-14 Authorizing the amendment of the 2025-2026 Budget, General Purpose School Fund 141
- 10. Resolutions**
 - 2026-15 Approving the Guidelines for employing Delinquent Tax Attorney Trustee by Giles County, Tennessee
Contract appointing Delinquent Tax Attorney
 - 2026-16 Placing a speed limit of 35 M.P.H on Blooming Grove Road
 - 2026-17 To establish a formula-based general fund appropriation to support Tourism and the Giles County Chamber of Commerce
 - 2026-18 Authorizing the levy of a county-wide Motor Vehicle Privilege Tax
 - 2026-19 An Initial Resolution authorizing the issuance of not to exceed \$8,500,000 of General Obligation Public Improvement Bonds of Giles County, Tennessee
 - 2026-20 Authorizing the issuance of not to exceed eight million five hundred thousand dollars (\$8,500,000) in Aggregate Principal amount, of General Obligation Public Improvement Bonds of Giles County, Tennessee, making provision for the issuance, sale and payment of said bonds; Establishing the terms thereof and the disposition of proceeds therefrom; and providing for the levy of taxes for the payment of principal of, premium, if any, and interest on the bonds
- 11. Unfinished Business**
- 12. New Business**
- 13. Announcements**

Respectfully submitted, this 10th day of February 2026


County Clerk

Tennessee Greenbelt Stewardship Dividend

A Statewide Proposal to Stabilize County Budgets and Address Greenbelt Challenges

The Opportunity

Tennessee has an opportunity to strengthen the long-term fiscal health of rural communities while protecting the farmland and open spaces that benefit the entire state. By modernizing how we support land stewardship, we can stabilize county revenue, reduce development pressure, and preserve the agricultural and natural assets that define Tennessee.

One of the most effective tools already in place is the **Greenbelt Program**. When properly administered, it keeps working lands in production, discourages costly sprawl, and preserves the rural landscapes that anchor Tennessee's economy and identity.

But counties are absorbing most of the cost of providing those statewide benefits.

The Greenbelt & Farmland Opportunity

Tennessee depends on its rural counties to maintain the farms, forests, and open areas that drive agriculture, protect natural resources, and support outdoor recreation and tourism.

Yet a structural imbalance persists:

Individual counties bear the cost — the state reaps the benefits.

Under the Greenbelt Program, farmland and forest land are assessed at use value—a necessary protection for working lands. But this sharply reduces local property-tax revenue even as counties must continue funding schools, roads, EMS, law enforcement, and other core services.

Meanwhile, the statewide benefits are substantial:

- A stable agricultural economy
- Lower statewide infrastructure and service costs compared to sprawled development
- Tourism rooted in Tennessee's rural and scenic character
- Natural-resource protection without state land acquisition
- Long-term economic and environmental resilience

The mismatch is straightforward: local governments carry the fiscal load for benefits enjoyed across Tennessee.

Tennessee Greenbelt Stewardship Dividend

A Statewide Proposal to Stabilize County Budgets and Address Greenbelt Challenges

The **Greenbelt Stewardship Dividend** is designed to correct this inequity. By returning a small, formula-based portion of state sales-tax surplus to counties according to their Greenbelt acreage, the state creates a balanced incentive structure that:

- Supports farmland and forest preservation
- Reduces pressure for short-term development decisions
- Protects the rural character central to Tennessee's economy
- Strengthens county budgets without raising property taxes
- Encourages long-term stewardship over short-term revenue needs

In short, the Greenbelt Stewardship Dividend ensures Tennessee invests in the counties that preserve the land Tennesseans value.

A Long-Recognized Problem: TACIR Predicted This Was Coming

A Problem the Legislature Has Known About for Decades

Tennessee's own fiscal research body — the Tennessee Advisory Commission on Intergovernmental Relations (TACIR) — has repeatedly documented that Greenbelt's fiscal impact on rural counties has been growing for more than three decades. These reports have been consistent, bipartisan, and data-driven.

The Greenbelt Stewardship Dividend is a **long-delayed response** to a structural imbalance the state itself identified many times.

Evidence from TACIR Reports (1990–2022)

1. Greenbelt reductions have soared statewide

TACIR documented a dramatic increase in the tax-base reduction caused by Greenbelt:

“Statewide, total assessments were reduced by almost \$5 billion in 2006 — a 284% increase over 1990. Greenbelt-based assessment reductions as a share of market-based assessments rose from **3.4% to 4.3%.**”

— *Greenbelt Revisited* (2009)

This means counties have been losing a larger share of their property tax base every decade.

2. Property tax burdens have shifted onto non-Greenbelt landowners

Tennessee Greenbelt Stewardship Dividend

A Statewide Proposal to Stabilize County Budgets and Address Greenbelt Challenges

TACIR has shown that, as Greenbelt grows, the remaining tax burden increasingly falls on residential homeowners:

“The burden on residential property has increased while that on farm property has fallen.”

— *The Local Property Tax in Tennessee (2002)*

This shift forces counties into tax hikes that disproportionately affect working families and fixed-income residents.

3. Fiscal disparity among counties is a documented statewide concern

TACIR warned that different counties have drastically different tax bases:

“The uneven distribution of per capita property and sales tax bases among Tennessee counties is a serious fiscal concern.”

— *Property Tax Disparity Among Tennessee Counties (2006)*

Rural counties carry the most Greenbelt land **and** have the smallest tax base — the worst possible combination.

4. TACIR explicitly asked whether the state should provide financial assistance

More than a decade ago, TACIR directly raised the question the Legislature is now forced to confront:

“Should the Legislature consider **state assistance** to counties where the property tax base was severely reduced by the good intentions of the greenbelt?”

— *Greenbelt Revisited (2009)*

This is precisely what the Greenbelt Stewardship Dividend delivers — a modest, formula-based, fiscally conservative form of state assistance.

5. TACIR predicted exactly what is happening today

TACIR repeatedly predicted that Greenbelt would lead to:

“Significant reductions in the tax base in many counties, likely causing higher property tax rates on those property owners not enjoying greenbelt valuations.”

— *Greenbelt Revisited (2009)*

This prediction has now materialized into **large property tax increases across Tennessee**, even in counties that have historically avoided them.

Tennessee Greenbelt Stewardship Dividend

A Statewide Proposal to Stabilize County Budgets and Address Greenbelt Challenges

Proposed Solution: Greenbelt Stewardship Dividend

1. Fund Source

A small share of the state's annual sales-tax surplus is placed into a dedicated Greenbelt Stewardship Dividend Fund.

2. Allocation Formula

Broadly stated, each county receives a share of the fund based on its percentage of statewide Greenbelt acreage and agricultural participation.

County Greenbelt Acres / Total Statewide Acres × Fund Size

Optional legislative adjustments—such as population or economic-distress weighting—can refine the model.

3. Permitted Uses

Funds are limited to core county responsibilities:

- Roads, bridges, and facility maintenance/upgrades
- EMS, EMA, law enforcement and court security

Every dividend dollar spent on these obligations is a dollar not raised through property taxes.

4. Oversight

Annual reporting and audits, together with USDA census publications, ensure transparency, with the General Assembly reviewing the formula and thresholds as needed.

Benefits to Tennessee

- **Stabilizes Rural Budgets** – Provides predictable, recurring revenue without raising taxes.
- **Rewards Stewardship, Not Sprawl** – Counties benefit financially by preserving farmland instead of converting it.
- **Protects Tennessee's Agricultural Backbone** – Supports long-term food security and ecological resilience.

Tennessee Greenbelt Stewardship Dividend

A Statewide Proposal to Stabilize County Budgets and Address Greenbelt Challenges

- **Reduces Future State Costs** – Stronger rural infrastructure and EMS lower the likelihood of expensive state intervention.
- **Bipartisan Appeal** – Advances agriculture, fiscal conservatism, conservation, and smart-growth principles.

Call to Action

The **Greenbelt Stewardship Dividend** aligns Tennessee's fiscal policy with its long-term economic and agricultural priorities. By investing a modest portion of state surplus revenue, the Legislature can:

- Protect farmland
- Strengthen rural county budgets
- Reduce future state liabilities
- Ensure balanced, equitable prosperity across Tennessee
- Provide additional funds to address infrastructure and safety needs

Tennessee's rural counties provide immense value to the state. The Greenbelt Stewardship Dividend ensures they are finally recognized—and supported—for it.

Tennessee Greenbelt Stewardship Dividend

Anticipated Questions & Answers

1. Why does the proposal say “address” Greenbelt challenges? Isn’t Greenbelt working?

Greenbelt works **as farmland policy**, but it does **not** work for county budgets.

TACIR has repeatedly documented the structural imbalance:

- Greenbelt assessment reductions increased **284%** from 1990–2006.
- Some counties lose **20%+** of their taxable base.
- TACIR explicitly asked whether the Legislature should provide **state assistance**.

Addressing Greenbelt means fixing the **financial imbalance**, not changing the program for farmers.

2. Does the plan change or weaken Greenbelt?

No.

This proposal does **not** touch eligibility, valuation formulas, rollback taxes, or protections. It preserves Greenbelt completely and simply stabilizes county finances around it.

3. Will farmers or landowners pay higher taxes?

No.

The proposal raises **no taxes** on farmers, homeowners, or businesses. It uses a portion of existing state **surplus** revenue.

4. Why should the state share sales-tax surplus with counties?

Because counties carry the cost while the **state** receives the benefits of preserved farmland:

- Lower infrastructure costs
- Tourism and scenic character
- Agricultural stability
- Natural-resource protection
- Preserve southern culture for economic development purposes

Tennessee Greenbelt Stewardship Dividend

Anticipated Questions & Answers

This aligns incentives without creating new taxes or mandates.

5. Is this a new entitlement or permanent spending program?

No.

The Dividend is funded **only from surplus** and is **adjustable annually** by the Legislature. It is a policy tool, not a guaranteed entitlement.

6. Why should counties be compensated for “being rural”?

They are not being compensated for being rural —

They are being compensated for **absorbing the tax-base reduction** the state created.

Rural counties maintain:

- Tennessee’s agricultural backbone
- Forests and wildlife
- Scenic landscapes
- Tourism assets
- Lower statewide public costs
- Cultural preservation

They provide statewide benefits with **local dollars**.

7. Is this a bailout for counties that recently raised property taxes?

No.

TACIR documented this problem for nearly **20 years**.

Recent tax hikes (excessive and burdensome) are a **symptom** of the imbalance — not the cause.

This is a structural fix, not a bailout.

8. Is this fair to urban counties?

Tennessee Greenbelt Stewardship Dividend

Anticipated Questions & Answers

Yes.

Urban counties benefit when rural counties preserve farmland and open space:

- Less statewide infrastructure cost
- Stronger agricultural supply chains
- Tourism generated by rural regions
- Less pressure for costly suburban sprawl
- Environmental resilience (flood mitigation, forests)
- Per MTAS, municipalities already receive a portion of state sales tax based on population — counties do not

Urban counties also continue receiving the largest share of state sales-tax revenues through population and economic activity.

9. Does this reward poor county financial management?

No.

Money is distributed based solely on **Greenbelt acreage**, not local budgeting decisions.

Funds can only be used for:

- Roads and bridges
- EMS
- Law enforcement
- County facility maintenance

Annual reporting and USDA data collection ensures accountability.

10. Will this encourage counties to expand Greenbelt eligibility?

No — counties cannot approve or deny Greenbelt applications.

Eligibility is defined by **state law**, not by local officials.

USDA data prevents gaming or manipulation.

11. Why not reform Greenbelt valuations instead?

Because that would:

Tennessee Greenbelt Stewardship Dividend

Anticipated Questions & Answers

- Raise taxes on farmers
- Incentivize land conversion
- Undermine farmland preservation
- Create statewide administrative disruption

The Dividend preserves Greenbelt while correcting the fiscal inequity — the **lowest-impact, most conservative fix**.

12. How large would county payments be?

The size depends on the year's surplus.

Even a **small percentage** of surplus provides:

- Predictability
- A stabilized tax base
- Reduced pressure for property-tax increases
- Help for counties with the highest Greenbelt impacts

This is a **scalable** solution.

13. Will this reduce future state revenue or obligations?

No.

It only applies to **surplus**, not base revenue.

By strengthening rural EMS, infrastructure, and service delivery, the state actually avoids:

- Emergency budgetary interventions
- Infrastructure failures
- Economic disruptions in rural markets

It reduces long-term state liability.

14. Is this proposal politically feasible?

Yes — it aligns with:

- Fiscal conservatism (no new tax, uses surplus)

Tennessee Greenbelt Stewardship Dividend

Anticipated Questions & Answers

- Agricultural protection
- Rural economic stability
- Smart-growth principles
- Bipartisan interests in property-tax relief
- TACIR's longstanding research recommendations

It is a “yes-able” proposal.

15. Why act now? Hasn't this problem existed for decades?

Yes — and TACIR has confronted the Greenbelt challenges for years in multiple reports requested by the Legislature:

- Assessment reductions up **284%**
- Tax-base impacts over **20%** in some counties
- A “serious fiscal concern”
- The Legislature should consider **state assistance**
- Property tax fails to grow at a rate adequate to finance long-term local government expenditure requirements

The problem has reached a breaking point as rural counties issue record property-tax increases to maintain basic services.

This proposal is the long-overdue solution to a long-documented problem.

HOUSE BILL 2375

By Doggett

AN ACT to amend Tennessee Code Annotated, Title 4;
Title 5; Title 6; Title 7; Title 9 and Title 67, relative
to funding for rural counties.

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

SECTION 1. Tennessee Code Annotated, Title 9, Chapter 4, Part 2, is amended by
adding the following as a new section:

9-4-217.

(a) This section is known and may be cited as the "Greenbelt Initiative Fund
Transfer (GIFT) Act."

(b) There is created within the state general fund a special account to be known
as the rural revenue equity fund, referred to in this section as the "fund."

(c) It is the general assembly's intent that the fund consists of a recurring
appropriation of two hundred ten million dollars (\$210,000,000) from the general fund.

(d) The commissioner of economic and community development shall administer
the fund, and moneys deposited in the fund must be used only to administer the fund
and implement the purposes set forth in this section.

(e) There must be allocated and distributed to the rural counties an amount from
the fund based on the county's total weighted score determined according to the formula
described in subdivision (g)(5). The commissioner of economic and community
development shall prioritize awarding funds to rural counties with the highest total
weighted scores.

(f) Monies from the fund may be used by rural counties only for:

- (1) Capital improvement projects;

- (2) Infrastructure projects;
- (3) Law enforcement purposes;
- (4) Firefighter and emergency medical services; or
- (5) Property tax stabilization.

(g)

(1) To receive an allocation and distribution of monies from the fund, a rural county must submit a completed application to the commissioner of economic and community development together with an application fee in an amount established by the department of economic and community development. The proceeds from the application fee must be retained by the department, deposited in the fund, and used for defraying the department's expenses in administering and implementing this section. The application and procedures for submitting the application must be developed by the department.

(2) The application must include, but not be limited to, information pertaining to the categories listed in subdivision (g)(3).

(3)

(A) Applications must be evaluated and scored on the basis of the following categories:

(i) Total acres of land in the county under a greenbelt classification;

(ii) Annual agricultural sales or taxable agricultural receipts generated in the county;

(iii) Percentage of total land in the county under a greenbelt classification;

(iv) Whether the county has statutory authority to levy a development tax or impact fee;

(v) The number and economic output of licensed livestock or dairy farms in the county;

(vi) County population; and

(vii) Whether the county adopted a property tax increase during the prior five (5) fiscal years.

(B) Higher scores must be assigned to applicants that:

(i) Have greater numbers of acres of land under a greenbelt classification;

(ii) Have greater percentages of land under a greenbelt classification;

(iii) Have higher annual agricultural sales or taxable agricultural receipts;

(iv) Lack statutory authority to levy development taxes or impact fees;

(v) Have smaller populations; or

(vi) Have adopted a property tax increase.

(4) Each category must be assigned a score ranging from zero (0) to one hundred (100) and a weighted value. The weighted value is determined by multiplying the score by a weighting factor. The weighting factors for each category are given in the following table:

Category	Weighting Factor
Total acreage under greenbelt classification	0.25
Annual agricultural sales or taxable agricultural receipts	0.20

Percentage of total county land under greenbelt classification	0.15
Lacks statutory authority to levy development taxes or impact fees	0.15
Number and economic output of licensed livestock or dairy farms	0.10
Total population	0.08
Adopted property tax increase	0.07

(5) A county's total weighted score equals the sum of all weighted values.

(h) In addition to appropriations made to the fund, the commissioner of economic and community development may accept other funds, public or private, by way of gift or grant to the fund. Any such gift or grant must be deposited into the fund to be expended in accordance with this section.

(i) The state treasurer shall invest moneys in the fund for the benefit of the fund in accordance with § 9-4-603. Interest accruing on investments and deposits of the fund must be credited to and remain part of the fund.

(j) Any unencumbered moneys and any unexpended balance of the fund remaining at the end of a fiscal year do not revert to the general fund, but must be carried forward until expended in accordance with this section. No part of the fund shall be diverted to the general fund or any other public fund.

(k) All expenditures from the fund are subject to review in the form of an annual report submitted by the commissioner of economic and community development to the governor; the speaker and chief clerk of the senate; the speaker and chief clerk of the house of representatives; the chair of the finance, ways and means committee of the senate; the chair of the committee of the house of representatives having jurisdiction over tax matters; and the directors of the office of legislative budget analysis.

(l) As used in this section:

(1) "Greenbelt classification" means, in regard to land, land classified by the assessor of property as agricultural, forest, or open space land under title 67, chapter 5, part 10;

(2) "Infrastructure":

(A) Means the basic network of public utilities and access facilities that support and promote land development; and

(B) Includes water and sewerage system elements, storm drainage systems, roads, bridges, streets, and highways, public transportation, pedestrian and bicycle facilities, railroads, gas and electric transmission lines, telecommunications networks, solid waste disposal sites, and similar public facilities; and

(3) "Rural county" means a county that is not included within a metropolitan statistical area, as defined by the federal office of management and budget.

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

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 DECEMBER 2025

received
02/09/2026
CW

ACCOUNT	BALANCE LAST REPORT	RECEIPTS	DISBURSEMENTS	TRANSFER		COMMISSION	CR	BALANCE
				DB				
GENERAL	6,154,567.64	4,935,365.47	1,424,979.03	75,402.37				9,589,551.71
DRUG	123,172.68	2,308.50	25.00					125,456.18
AMER RESCUE PLAN	-							-
PROBATION FUND	27,499.22		-					27,499.22
HIGHWAY	1,291,480.36	1,381,806.40	873,831.31	25,187.66				1,774,267.79
SCHOOL	8,594,212.46	5,963,267.01	3,251,886.18	54,206.84				11,251,386.45
FEDERAL	662,444.24	232,570.54	212,165.91					682,848.87
FOOD SERVICE	1,448,183.18	253,850.93	221,601.09					1,480,433.02
DEBT SERVICE	897,625.51	31,412.76	-	267.88				928,770.39
CAPITAL PROJECTS	1,962,255.19	113,750.00	113,750.00					1,962,255.19
HWY CAPITAL PROJ	-							-
EDUC CAPITAL PROJ	109,174.58		-					109,174.58
EDUC CAPITAL #2	3,501,368.49	-	571,443.55					2,929,924.94
OTHER CAPITAL PROJ	4,306,904.87	71,355.18	-	713.56				4,377,546.49
TOTALS	29,078,888.42	12,985,686.79	6,669,682.07	155,778.31	-			35,239,114.83

Respectfully submitted,

Beth Moore-Summers

Beth Moore-Summers, Finance Director



GOVERNMENTAL GRANT CONTRACT

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

03.05.25
received
01/22/2026 CW

Begin Date October 01, 2025	End Date September 30, 2026	Agency Tracking # Z26THS126	Edison ID 87698 (ID)
---------------------------------------	---------------------------------------	---------------------------------------	--------------------------------

Grantee Legal Entity Name Giles County Sheriff's Department	Edison Vendor ID 4197
---	---------------------------------

Subrecipient or Recipient <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient	Assistance Listing Number - 20.616 Grantee's fiscal year end - June 30
--	---

Service Caption (one line only)
Enforcement of Tennessee Driving Under the Influence Laws

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2026		\$50,000.00			\$50,000.00
TOTAL:		\$50,000.00			\$50,000.00

Grantee Selection Process Summary

Competitive Selection

Grants will be awarded based on the highest scores, data, and funding availability. Law enforcement grants will be awarded based on data provided by the Department of Safety and Homeland Security's Tennessee Integrated Traffic Analysis Network (TITAN) business unit. Data is imported into a funding allocation tool which places a dollar amount per county based on the data provided by TITAN.

Non-competitive Selection

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

CPO USE - GG

Sonya Hadley

Digitally signed by Sonya Hadley
Date: 2025.09.15 11:06:57 -05'00'

Speed Chart (optional)	Account Code (optional)
-------------------------------	--------------------------------

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF SAFETY AND HOMELAND SECURITY
AND
Giles County Sheriff's Department**

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

Grantee Edison Vendor ID # 4197

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. The Grantee shall undertake Impaired Driving Countermeasures Highway Safety Project(s) as defined in the Tennessee Highway Safety Plan and may include: training for prosecutors and law enforcement officials in driving under the influence (DUI) prosecution techniques and reporting; law enforcement activities to decrease the number of DUI crashes; toxicology testing and training to reduce the backload of pending DUI cases, youth programs designed to prevent the purchase and use of alcohol and DUI related crashes; programs to reduce DUI repeat offender behavior; designated driver programs; and programs to improve prosecution and reduce the backload of DUI cases pending in courts.
- A.3. General Grant Requirements. The Grantee shall prepare and submit to the State claims and status reports at a minimum of quarterly on the form specified by the State, for the quarters of the Federal Fiscal Year ending December 31, March 31, June 30, and September 30. All claims and status reports are due in the State office no later than the first (1st) of the second month following the end of the covered reporting period as shown below:

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

Quarterly Claims and Status Reports	
Reporting Period	Due Date
October 1 through December 31	February 1st
January 1 through March 31	May 1st

April 1 through June 30	August 1st
July 1 through September 30	November 1st

The Grantee agrees:

- a. To prepare and submit to the State a final report for each grant, on the form specified by the State thirty (30) days following the final quarter.
- b. That all manufactured products used in implementing the project which is funded under this Grant Contract are produced in the United States, in accordance with Section 165 of the Surface Transportation Act of 1982 (Pub.L. 97-424; 96 Stat. 2097), unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this requirement.
- c. To comply with the Buy America requirement (23 U.S.C. § 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five percent (25%). In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- d. To comply with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- e. To not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- f. That it is encouraged to adopt and enforce, in accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information and resources on traffic safety programs and policies for employers, including information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives, are available from the Network of Employers for Traffic Safety (NETS®, <https://trafficsafety.org/>), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. Information on statistics, campaigns, and program evaluations and references are available through NHTSA (www.nhtsa.gov).
- g. That, to receive funds under this Grant Contract, it has an acceptable financial management system pursuant to 49 CFR § 18.20.
- h. To identify, report, and use any Program Income generated from grant funds as defined in 23 CFR Part 1200.34.
- i. That, to receive funds under this Grant Contract, it has an acceptable procurement system pursuant to 49 CFR § 18.36.
- j. To assist the State in meeting the requirements of subrecipient monitoring and to permit the State and the U.S. Department of Transportation to inspect the Grantee's records as deemed necessary for grant monitoring purposes. The Grantee shall be aware that subrecipient monitoring is not the same as program monitoring and is conducted independently, although some Grantee activities may be monitored by both State program personnel and State subrecipient monitoring personnel. One aspect of the Grantee's

assistance shall be that the Grantee have a written policy, and submit it to the State upon request, that clearly explains how the Grantee meets the U.S. Department of Labor's Fair Labor Standards Act's requirements for hours of work and overtime pay (see <https://www.dol.gov/agencies/whd/flsa>).

- k. That facilities and equipment acquired under this Grant Contract for use in the highway safety program shall be used and kept in operation for highway safety purposes by the State; or the State, by formal agreement with appropriate officials of the Grantee, may cause the same to be used and kept in operation for highway safety purposes.
- l. That, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing the project funded in whole or in part with federal funds, such documents clearly state 1) the percentage of the total cost of the project which will be financed with federal funds, and 2) the dollar amount of federal funds for the project.
- m. All law enforcement grantees must submit campaign data into the State's Tennessee Highway Safety Office ("THSO") website within two (2) weeks following conclusion of a National Highway Transportation Safety Administration ("NHTSA") campaign.

A.4. Drug-Free Workplace. The Grantee further agrees:

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

A.5. Interacting with individuals under eighteen (18) years of age. This provision shall only apply if it is indicated that a purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of individuals under eighteen (18) years of age ("Participating Minors"). If the purpose of any or all of the activities to be carried out under this Grant Contract is to benefit a set of Participating Minors, the Grantee, and any Subgrantee, shall make determinations of suitability for interacting with Participating Minors as set forth in federal guidelines. This determination of suitability must be made before individuals, regardless of employment status with the Grantee or Subgrantee, may interact with Participating Minors.

A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the

Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. This Grant Contract document with any attachments.
- b. The Tennessee Highway Safety Office Grants Management Manual, including all federal certifications and assurances in Appendix A, located at <http://tntrafficsafety.org/grant-management-manual>.
- c. The Grantee's application as marked "Grant Awarded" in TN Grants located at www.THSOGrants.org.

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

B. TERM OF CONTRACT:

This Grant Contract shall be effective on October 01, 2025 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

C. PAYMENT TERMS AND CONDITIONS:

- C 1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment One is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C 2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

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

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).

- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Tennessee Department of Safety and Homeland Security / Tennessee Highway Safety Office.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

- i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
- ii. The amount reimbursed by Grant Budget line-item to date.
- iii. The total amount reimbursed under the Grant Contract to date.
- iv. The total amount requested (all line-items) for the Invoice Period.

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

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

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

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

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

The Grantee:

Harriet Thompson, Agency Coordinator/Admin Assistant
Giles County Sheriff's Department
200 Thomas Gatlin Dr.
Pulaski, Tennessee 38478
Email Address: hthompson@gillesd.com
Telephone #: (931) 363-3505

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. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. 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 ten thousand dollars (\$10,000.00).

- 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, workarounds plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be

confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 through 67-6-608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. 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 offense 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 the requirements of this Grant Contract and applicable state and federal law. All material, information, and data regardless of form, medium or method of communication, that the Grantee will have access to, acquire, or is provided to the Grantee by the State or acquired by the Grantee on behalf of the State shall be regarded as "Confidential Information." The State grants the Grantee a limited license to use the Confidential Information but only to perform its obligations under the Grant Contract. Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required under state or federal law or otherwise authorized in writing by the State. Grantee shall take all necessary steps to safeguard the confidentiality of such Confidential Information in conformance with the requirements of this Grant Contract and with applicable state and federal law.

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

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. 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. [This provision only applies if the Maximum Liability in Section C.1. is \$30,000.00 or more]

Federal Funding Accountability and Transparency Act (FFATA).

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

The Grantee shall comply with the following:

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

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

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

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

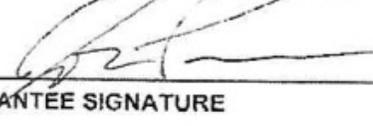
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.

- d. The Grantee will obtain a Unique Entity Identifier (SAM) and maintain its number for the term of this Grant Contract. More information about obtaining a Unique Entity Identifier can be found at: <https://www.gsa.gov>.

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

IN WITNESS WHEREOF,

Giles County Sheriff's Department:



 GRANTEE SIGNATURE

9/3/2025

 DATE

Joseph Purvis, Sheriff

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF SAFETY AND HOMELAND SECURITY:

Received/UDOSHSA Commissioner's Office
 09/09/2025

Jeff Long/SBG

Digitally signed by Jeff Long/SBG
 Date: 2025.09.14 21:08:51 -05'00'

JEFF LONG, COMMISSIONER

DATE

GRANT BUDGET	
Agency Name: Giles County Sheriff's Department	
Project Title: Enforcement of Tennessee Driving Under the Influence Laws	
The grant budget line-item amounts below shall be applicable only to expense incurred during the following	
Applicable Period:	BEGIN: 10/01/2025 END: 09/30/2026

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries, Benefits & Taxes	\$30,300.00	\$0.00	\$30,300.00
4, 15	Professional Fee, Grant & Award ²	\$0.00	\$0.00	\$0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$19,200.00	\$0.00	\$19,200.00
11, 12	Travel, Conferences & Meetings	\$500.00	\$0.00	\$500.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$50,000.00	\$0.00	\$50,000.00

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 online 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.

SHELTERLUV

RECEIVED
2/5/2026

lw

Ordering Document + Terms & Conditions



Prepared for:

Jaclyn Payne
Giles County Animal Shelter

Disclosures

Free Trial

- No billing information is collected to begin a free trial
- Accounts automatically close without additional action from a user
- Accounts do not automatically transition into real, paying accounts

Billing

- Accounts are billed monthly at \$2 per adoption outcome processed in the account the month prior
- Invoices are due upon receipt with payment expected in 30 days.
- Billing information, generally credit card or ACH details are kept on file
- Payments are processed automatically on or about the 2nd of each month.

Material Terms

- Houndtowne, Inc. is doing business as (D/B/A) Shelterluv
- Houndtowne, Inc. does not sell, rent, or otherwise share Personally Identifiable Information for any purpose other than for the specific purpose of providing the Service.
- All third-party offers are opt-in for the consumer to consent to the sharing of their information for specific purposes.
- Third party relationships that compete with any Best for Pets offers within the Service are prohibited
- The use of Shelterpay is required at 94% of transactions. Additional fees per transaction, or account termination may apply if the customer is not willing to work toward Shelterpay compliance.

Cancellation Options

- Accounts can be immediately cancelled using a button in the Configuration Panel.
- Only the signatory user will have access to the button in order to preserve account security.
- Once the button is clicked and confirmed, the account is immediately shut down, all users lose access, and billing is stopped. The last invoice will be issued on the 2nd of the next month under the same 30 day terms.

Ordering Document

Houndtowne, Inc. ("**Houndtowne**") and the organization identified below ("**Organization**") hereby enter into this Ordering Document as of the date of full execution, as set forth below. This Ordering Document is governed by the terms and conditions available below (the "**Terms**", and collectively, with this Ordering Document, the "**Agreement**"). Capitalized terms not defined in this Order Form will have the meanings set forth in the Terms. Terms with initial capital letters that are not defined in this Ordering Document are defined in the applicable Exhibit. In the event of a conflict, the terms of this Ordering Document control over the terms of the Exhibit.

Organization Information

Payment Options

Organization Name: Giles County Animal Shelter

Credit Card

Street Address: 380 Bennett Dr

Apple Pay

City/State/Zip: Pulaski, TN, 38478

ACH

Country: United States

Contact: Jaclyn Payne

Phone: +1 (256) 757-1373

Email Address: shelter@gilescountytn.gov

Retailer to pay all fees set forth below:

Item Description	Fee Per Adoption
Houndtowne Service	<p>\$0/adoption for the first 12 months if terms are signed by 9/30/25 and organization goes live by 12/31/2025.</p> <p>Organization will receive one free box of microchips after going live with Shelterluv, including processing adoptions through Shelterpay.</p> <p>After the first year, the pricing will be \$2/adoption.'</p>

You will automatically be charged, on a monthly basis, in arrears, for the adoptions completed in the preceding month, based on the Fee per Adoption set forth above. You acknowledge and agree that Houndtowne is authorized to charge the Payment Method above in this manner.

You further acknowledge and agree that Houndtowne may change the payment terms at any time upon notice to Customer.

Terms & Conditions

The communications between Customer and Houndtowne relating to the Service may use electronic means. For contractual purposes, Customer: (a) consents to receive communications from Houndtowne in an electronic form, whether via email or posting on the Service or other reasonable means; and (b) agrees that all terms and conditions, agreements, notices, disclosures, and other communications that Houndtowne provides to Customer electronically satisfy any legal requirement that such communications would satisfy if they were in a print-on-paper writing.

1. Definitions.

1. "Confidential Information" means all written or oral information, disclosed by either Party to the other, related to the operations of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential.
2. "Customer Data" means any content, information, photos, or other materials provided, imported or uploaded to the Service by Customer or Users or on Customer's behalf.
3. "Documentation" means Houndtowne-provided standard user manuals and documentation for the Service.
4. "Order Form" means the form evidencing the initial subscription for the Service and any subsequent order forms submitted in written form and specifying, among other things, the number of licenses and other service contracted for, the applicable fees and other terms as agreed to between the Parties.
5. "Professional Services" means any implementation, set-up, integration, training, custom development or other professional services made available to Customer by Houndtowne pursuant to a statement of work hereto.
6. "Service" means Houndtowne's proprietary software application(s) regarding which a right to access is granted pursuant to these Terms.
7. "Users" means Customer's employees, consultants and representatives who are authorized to utilize the Service and who are provided with access to the Service by virtue of a password or the equivalent thereof.
8. "Adoption" means each transaction pursuant to which an end customer of Customer adopts (1) pet from the Customer. If an end customer adopts three (3) pets from the Customer simultaneously, each adoption is calculated as a separate transaction such that three (3) "Adoptions" have occurred.
9. "CCPA" means the California Consumer Privacy Act of 2018 and any binding regulations promulgated thereunder.
10. "Personal Information" means any "personal information" (as such term is defined in the CCPA) contained within the Customer Data that Houndtowne is processing in connection with performing the Service under the Agreement.
11. For purposes of this Agreement, the terms "business," "commercial purpose," "processing," "sale," "sell," "service provider," and "third party" shall have the respective meanings given thereto in the CCPA.

2. Access Grant and Restrictions.

1. **Access Grant.** Subject to the terms and conditions of the Agreement, Houndtowne grants Customer a non-exclusive, non-transferable right to permit Users to access the features and functions of the Service ordered under an Order Form solely for Customer's internal business purposes during the Term.
2. **Limitations.** Customer agrees that it and its Users will not: (a) permit any third party to access and/or use the Service, other than the Users; (b) rent, lease, loan, or sell access to the Service to any third party; (c) interfere with, disrupt, alter, translate, or modify the Service or any part thereof, or create an undue burden on the Service or the networks or services connected to the Service, including any external websites that are linked to via the Service; (d) reverse engineer, decompile, disassemble or otherwise attempt to obtain or perceive the source code from which any software component of the Service is compiled or interpreted, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such code; (e) access the Service in order to build or create a derivative, competitive or similar product or service or copy any ideas, features, functions or graphics of the Service; (f) use the Service to stalk, harm and/or harass another; or (g) access or use the Service in any manner that could damage, disable, overburden or impair any Houndtowne server or the networks connected to any Houndtowne server. Customer shall undertake reasonable efforts to make all Users aware of the provisions of this

Section 2.2. Customer acknowledges and agrees that the Service will not be used, and are not licensed for use, in connection with any time-critical or mission-critical functions. Customer will be responsible for acquiring, installing and maintaining all connectivity equipment, hardware, software and other equipment as may be necessary for it and its Users to connect to, access, and use the Service.

3. **Username and Passwords.** Customer will provide to Houndtowne information and other assistance as necessary to enable Houndtowne to establish usernames for Users, and Customer will verify all User requests for account passwords. Customer will ensure that each username and password issued to a User will be used only by that User. Customer is responsible for maintaining the confidentiality of all Users' usernames and passwords, and is solely responsible for all activities that occur under these usernames. Customer will notify Houndtowne promptly of any actual or suspected unauthorized use of Customer's account, usernames or passwords, or any other breach or suspected breach of the Agreement.

Houndtowne reserves the right to terminate any username and password, which Houndtowne reasonably determines may have been used by an unauthorized third party or for an unlawful purpose. Any act or omission by a User which, if undertaken by Customer, would constitute a breach of the Agreement, will be deemed a breach of this Agreement by Customer.

4. **IP Ownership.** The Service and any of the Houndtowne's proprietary technology, including software, hardware, products, processes, algorithms, user interfaces, know-how, technologies, designs and other tangible or intangible technical material or information made available to Customer by Houndtowne in providing the Service and, if applicable, Professional Services, as well as any intellectual property rights therein (the "Houndtowne Technology") is the exclusive property of Houndtowne or its suppliers. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the Service or the Houndtowne Technology, or any part thereof, including any right to obtain possession of any source code, data or other technical material relating to the Houndtowne Technology. All

rights not expressly granted to Customer are reserved to Houndtowne.

Ownership of all work product, developments, inventions, technology or materials provided by Houndtowne under this Agreement will be solely owned by Houndtowne. Houndtowne, in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer or Users to Houndtowne in connection with the Service (all such comments and suggestions, collectively, "Feedback"). Customer hereby grants Houndtowne a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback into Houndtowne products and services.

5. **Modifications.** Houndtowne may change, suspend or discontinue any aspect of the Service at any time without notice or liability to Customer. Houndtowne may also impose limits on certain features and services or restrict Customer's access to part of the Service without liability. Houndtowne may also change the Terms from time to time at its sole discretion, and if Houndtowne makes any substantial changes, it will notify Customer by sending an email to the last email address Customer provided. These changes will be effective thirty (30) days following Houndtowne's dispatch of an email notice to Customer. Houndtowne may require Customer to provide consent to the updated Terms in a specified manner before further use of the Service is permitted. Otherwise, Customer's continued use of the Service constitutes Customer's acceptance of the changes.
6. **Open Source Software.** The Service may include certain software licensed under "open source" or "free software" licenses and nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable license for such software.
7. **Professional Services.** Houndtowne may, in its sole discretion, offer Professional Services to Customer related to the Service. Until the Customer has ordered such Professional Services pursuant to a statement of work or Order Form, Houndtowne will have no obligation to provide Professional Services to Customer. Subject to the terms and conditions set forth in this Agreement, Houndtowne shall use commercially reasonable efforts to perform such Professional Services in a professional manner in accordance with industry standards. Houndtowne's ability to successfully perform hereunder is dependent upon Customer's provision of timely information, access to resources, and participation.

3. Customer Data.

1. **Usage of Customer Data.** In connection with the Service, Houndtowne may collect and/or receive Customer Data. As between the Parties, Customer owns the Customer Data. Customer acknowledges that Houndtowne may use the Customer Data, and Customer hereby licenses Houndtowne to use the Customer Data to provide and improve the Services. At any point during the Term, Customer may export and download a copy of the Customer Data through the Service, as described in the Documentation.
- 2.

Customer Commitment. Customer will procure all rights and privileges to obtain and transfer data to Houndtowne under the terms of this Agreement including the Customer Data. The provision of such data from Customer to Houndtowne shall be in compliance with all applicable laws and regulations, including all privacy laws and regulations. Customer hereby represents and warrants that it owns or otherwise has sufficient right to grant Houndtowne access to and use of the Customer Data in accordance with the terms of this Agreement. Customer shall be responsible for and assumes the risk, responsibility and expense of any problems resulting from, the accuracy, quality, integrity, legality, reliability, and appropriateness of all such Customer Data.

- Data Loss.** During the Term, Houndtowne will use commercially reasonable efforts to back up and protect the Customer Data. Notwithstanding the foregoing, Houndtowne recommends that Customer download backup copies of Customer Data from on the Service on a regular basis. Customer agrees that Houndtowne may remove or modify any Customer Data which it deems to violate this Agreement. In the event of a loss of Customer Data caused by Houndtowne's negligence or willful misconduct, Houndtowne will use commercially reasonable efforts to recover the Customer Data within ninety-six (96) hours of notification of loss. If Houndtowne performs recovery services for a loss of Customer Data not caused by Houndtowne, Customer agrees to pay Houndtowne's then-current time and materials rate to recover the Customer Data.

The foregoing constitutes Customer's sole and exclusive remedy for any loss of Customer Data.

- Access to Customer Data.** In the event Customer's access to the Service is terminated (other than for Customer's breach), Houndtowne will continue to make available to Customer a file of the Customer Data for thirty (30) days after such termination. Customer agrees and acknowledges that Houndtowne has no obligation to retain the Customer Data, and may delete such Customer Data, at any time on or after the thirty-first (31st) day following termination. Houndtowne reserves the right to withhold, remove and/or discard Customer Data, without notice, for any breach of this Agreement, including Customer's non-payment or violation of any applicable law. Upon termination for cause, Customer's right to access or use Customer Data shall immediately cease, and Houndtowne will have no obligation to maintain or provide any Customer Data.

4. Confidentiality.

- Confidentiality.** Each Party agrees to: (a) use the Confidential Information of the other Party only as permitted herein; and (b) restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing or are otherwise bound to treat such information in accordance with the terms of this Agreement. The foregoing provision will not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or

(vi) is approved for release or disclosure by the disclosing Party without restriction.

2. **Exceptions.** Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order will first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (b) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

5. Payment.

1. **Fees.** Customer shall pay all fees or charges set forth on the Order Form. Houndtowne has the right to increase such fees or charges at any time upon notice to Customer. Unless otherwise set forth therein, all payments are due within thirty (30) days of the date of the invoice sent by Houndtowne.

All payment obligations are non-cancelable and all amounts paid are nonrefundable.

2. **Billing.** You agree to promptly notify Houndtowne of any changes to the Payment Method you provided during the Term. Houndtowne shall be entitled to withhold performance and discontinue all services until all amounts due are paid in full. Houndtowne's fees are exclusive of all taxes, levies or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only United States taxes based solely on Houndtowne's income. Customer agrees to provide Houndtowne with complete and accurate billing and contact information. Customer will update this information within thirty (30) days.

6. Limited Warranty and Disclaimer.

1. **Warranty.** Houndtowne warrants that it will provide the Service and any Professional Services in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will materially conform to Houndtowne's then current Documentation for the Service under normal use and circumstances. If Customer notifies Houndtowne of a breach, Houndtowne will reperform the nonconforming portion of the Service or Professional Services. The foregoing constitutes Customer's sole and exclusive remedy for any breach of warranty.
2. **Disclaimer.** THE LIMITED WARRANTY SET FORTH IN THIS AGREEMENT IS MADE FOR CUSTOMER'S BENEFIT ONLY. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ALL PROFESSIONAL SERVICES ARE PROVIDED "AS IS," AND HOUNDTOWNE MAKES NO (AND HEREBY DISCLAIMS ALL) WARRANTIES,

REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE SERVICE (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICES PROVIDED TO CUSTOMER BY HOUNDTOWNE. HOUNDTOWNE DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICE SHALL BE UNINTERRUPTED OR ERROR-FREE.

3. **Internet Delays.** THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. HOUNDTOWNE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS OR ANY OTHER FORCE MAJEURE EVENT. HOUNDTOWNE DOES NOT WARRANT THAT THE SERVICE WILL ALWAYS BE AVAILABLE.

7. Limitation of Liability.

1. **Types of Damages.** TO THE EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL HOUNDTOWNE, OR ITS SUPPLIERS, BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES OR COSTS DUE TO LOSS OF PROFITS, DATA, USE OR GOODWILL, PERSONAL OR PROPERTY DAMAGE RESULTING FROM OR IN CONNECTION WITH HOUNDTOWNE'S PERFORMANCE HEREUNDER OR THE USE, MISUSE, OR INABILITY TO USE THE SERVICE OR OTHER PRODUCTS OR SERVICES HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF HOUNDTOWNE HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES.

IN NO EVENT SHALL HOUNDTOWNE BE LIABLE FOR PROCUREMENT COSTS OF SUBSTITUTE PRODUCTS OR SERVICES.

2. **Amount of Damages.** THE MAXIMUM LIABILITY OF HOUNDTOWNE ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF: (A) THE FEES PAID BY CUSTOMER TO HOUNDTOWNE UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM; AND (B) ONE HUNDRED DOLLARS (\$100.00). THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THE AGREEMENT WILL NOT INCREASE HOUNDTOWNE'S LIABILITY. IN NO EVENT SHALL HOUNDTOWNE'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.
3. **Additional Rights.** Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Customer.
4. **Basis of the Bargain.** The Parties acknowledge that the prices have been set and this Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the Parties.

8. Termination.

1. **Term.** This Agreement will commence on the Effective Date set forth on the initial Order Form and continue as long as an Order Form remains in effect, unless earlier terminated by either Customer or Houndtowne as set forth herein (the "Term").
2. **Termination for Breach.** Either Party may terminate this Agreement immediately upon written notice in the event that the other Party materially breaches the Agreement and thereafter has failed to cure any other

material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating Party) within thirty (30) days after receiving written notice thereof.

3. **Effect of Termination.** Termination of Customer's account includes: (a) removal of access to all offerings within the Service; (b) deletion of Customer's password and all related information; and (c) barring of further use of the Service. Upon expiration or termination, Customer shall promptly discontinue use of the Service. However, the sections titled IP Ownership, Payment, Customer Data, Limited Warranty and Disclaimer, Limitation of Liability, Effect of Termination and Miscellaneous will survive any termination of the Agreement.

9. Miscellaneous.

1. **Governing Law and Venue.** This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Delaware, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Customer hereby expressly consents to the personal jurisdiction and venue in the state and federal courts in Wilmington, Delaware. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
2. **Publicity.** Houndtowne may publicly refer to Customer, including on Houndtowne's website and in sales presentations, as a Houndtowne customer and may use Customer's logo for such purposes. Similarly, Customer may publicly refer to itself as a customer of Houndtowne. Each Party hereby grants the other a limited, worldwide license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of fulfilling its obligations hereunder and as set forth in this Section 9.2. Houndtowne may also issue a press release announcing the relationship with Customer.
3. **Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Without limiting the generality of the foregoing, Customer agrees that the section titled Limitation of Liability will remain in effect notwithstanding the unenforceability of any provision in the section titled Limited Warranty and Disclaimer.
4. **Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
5. **Remedies.** The Parties acknowledge that any actual or threatened breach of the section titled Access Grant and Restrictions will constitute immediate, irreparable harm to the non-breaching Party for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought to enforce this Agreement, the prevailing Party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may

receive.

6. **No Assignment.** Neither Party shall assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other Party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either Party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other Party. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.
7. **Force Majeure.** Any delay in the performance of any duties or obligations of either Party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such Party, provided that such Party uses reasonable efforts, under the circumstances, to notify the other Party of the cause of such delay and to resume performance as soon as possible.
8. **Independent Contractors.** Customer's relationship to Houndtowne is that of an independent contractor, and neither Party is an agent or partner of the other. Customer will not have, and will not represent to any third party that it has, any authority to act on behalf of Houndtowne.
9. **Notices.** Customer is responsible for updating Customer's data to provide Houndtowne with Customer's most current email address. In the event that the last email address Customer have provided to Houndtowne is not valid, or for any reason is not capable of delivering to Customer any notices required by this Agreement, Houndtowne's dispatch of the email containing such notice will nonetheless constitute effective notice of the changes described on the notice. Any notice provided to Houndtowne pursuant to this Agreement should be sent to Houndtowne at the address on the applicable Order Form, attention Chief Executive Officer.
10. **Entire Agreement.** This Agreement are the final, complete and exclusive agreement of the Parties with respect to the subject matters hereof and supersede and merge all prior discussions between the Parties with respect to such subject matters. Unless otherwise specifically stated: (i) the word "including" shall not be construed as terms of limitation, and shall mean "including without limitation" and (ii) any reference to days shall mean calendar days.

10. Consumer Privacy.

1. **Personally Identifiable Information.** With respect to any Personal Information, Customer is a business and Houndtowne is a service provider. Customer represents and warrants that it shall comply with the obligations applicable to it as a business under the CCPA including as it relates to its use of the Service, processing of Personal Information, any instructions of Customer to Houndtowne relating to the processing of Personal Information, and any sale of Personal Information to another business or any third party. Customer agrees to hold harmless Houndtowne from any alleged violation of Customer's obligations under the CCPA.
2. **Sale of Personal Data.** Houndtowne shall not (a) sell any Personal Information; (b) retain, use or disclose any Personal Information for any purpose other than for the specific purpose of providing the Service; or (c) retain, use or disclose the Personal Information outside of the direct business relationship between Houndtowne and Customer. Houndtowne hereby certifies that it understands its obligations under this Section 3 and will comply with them.
3. **Acknowledgement.** The Parties acknowledge that Houndtowne's retention, use and disclosure of Personal Information authorized by Customer's instructions documented in the Agreement are integral to Houndtowne's provision of the Service and the business relationship between the Parties.

11. Outside Agreements.

1. **Other Partnerships.** During the Term, Customer will not enter into any agreement with a third party that competes with or otherwise conflicts with a provider of the products, services and offerings made available through the "Shelterpay" functionality of the Service. Customer shall not engage or otherwise use any competing providers, suppliers, or vendors to offer or provide the same or similar products, services, or offerings made available through "Shelterpay".

12. Shelterpay.

1. **Shelterpay Requirement.** Customer agrees that it will endeavor to ensure that all Adoptions will be processed and concluded through the "Shelterpay" functionality of the Service, such that the adopter directly views and completes the transaction ("Eligible Transaction"). Any Adoption where the Customer (or its employees or independent contractors) completes the transaction on the adopter's behalf is not considered an "Eligible Transaction". Notwithstanding any fees set forth on the Order Form, Customer acknowledges and agrees that, except as otherwise agreed to in writing in advance by Customer and Houndtowne, in the event fewer than ninety-four percent (94%) of Customer's Adoptions are processed as Eligible Transactions in any monthly period ("Minimum Threshold"), Houndtowne has the right to charge fees in an amount equal to eighteen dollars (\$18) for each Adoption that falls below the Minimum Threshold in the applicable month.

For illustrative purposes only, if Customer is below the Minimum Threshold in a given month by two (2) Adoptions, Houndtowne shall have the right to charge Customer, and Customer will pay, an additional thirty-six dollars (\$36) for such month (i.e., eighteen dollars (\$18) multiplied by two (2) Adoptions).

13. Suspension.

1. **Suspension for Cause.** Houndtowne shall have the right to suspend access to and/or terminate the Agreement upon sixty (60) days' prior written notice in the event Houndtowne determines, in its sole discretion, that Customer or any of its end customers, are accessing and/or using the Service in a manner that threatens the security or integrity of the Service or otherwise interferes with or disrupts the integrity or performance of the Service.

14. Auto-Renewal.

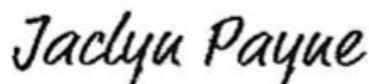
1. The Initial Term of this Agreement begins on the Effective Date and continues until 12 months after the Launch Date (the "Initial Term"). The Agreement will automatically renew for additional, successive one-month periods, (each a "Renewal Term" and collectively with the Initial Term, the "Term"), unless either party gives written notice to the other party of its intent not to renew within five (5) days of the end of any Renewal Term, or the Agreement is terminated in accordance with the Terms and Conditions.

The Organization consents to and understands this is an auto-renewing agreement and billing will remain active as described in the Order Form unless canceled by the Organization in the configuration panel or with written notice by either party.

By signing below, you certify that you are an authorized representative of the Organization and that Organization agrees to be bound by this Agreement, including all Exhibits referenced in this Ordering Document. This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one instrument. This Agreement, together with all Exhibits referenced in this Order Document, constitutes the sole, final and entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous agreements between the parties regarding such subject matter.

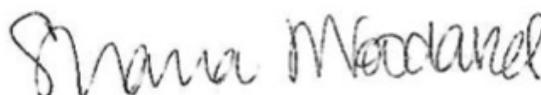
Houndtowne, Inc

Giles County Animal Shelter



Name: Greg Lucas

Name: Jaclyn Payne



Title: Founder & CEO

09-23-2025

Title: Shelter Director

09-23-2025

CERTIFICATE *of* SIGNATURE

REF NUMBER
GHLBH-ARXY6-NKKJM-73GVN

DOCUMENT COMPLETED BY ALL PARTIES ON
23 SEP 2025 20:28:34
UTC

SIGNER

JACLYN PAYNE

EMAIL
SHELTER@GILESCOUNTYTN.GOV

SHARED VIA
LINK

TIMESTAMP

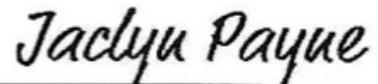
ELECTRONIC SIGNATURE CONSENT
23 SEP 2025 20:25:39

SENT
23 SEP 2025 20:10:21

VIEWED
23 SEP 2025 20:13:51

SIGNED
23 SEP 2025 20:28:34

SIGNATURE



IP ADDRESS
192.225.26.110

LOCATION
PULASKI, UNITED STATES



Houndtowne, Inc. dba Shelterluv (we, us, or the Company) is required by law to provide certain written notices or disclosures to you. The terms and conditions for providing such notices and disclosures to you electronically through PandaDoc are described below. Please read the information below carefully. If you can access this information electronically to your satisfaction and agree with the eSign Disclosure, please confirm your agreement by selecting the checkbox next to 'I acknowledge the eSign Disclosure and agree to sign documents electronically with Houndtowne, Inc.' before clicking 'AGREE' within PandaDoc.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide all required notices, disclosures, authorizations, acknowledgments, and other documents that must be provided or made available to you electronically through PandaDoc. To reduce the chance of you inadvertently not receiving any notice or disclosure, we provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. You can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you disagree with this process, please let us know as described below.

Requesting Paper Copies

You may request a paper copy of any electronic record we provide to you. You will have the ability to download and print documents we send to you through PandaDoc during and immediately after the signing session. To request paper copies, you must email help@shelterluv.com and provide your email address, full name, mailing address, and telephone number, and clearly state your request. A delivery fee may be charged for delivery of paper copies.

Withdrawing Electronic Consent

You may withdraw your consent to receive notices and disclosures from us electronically at any time and request that the required notices and disclosures be provided solely in paper format. To inform us that you no longer wish to receive notices and disclosures in electronic format, send us an email to help@shelterluv.com and provide your email address, full name, mailing address, and telephone number, and clearly state that you are withdrawing consent to receive notices electronically.

Consequences of changing your mind

If you elect to receive required notices and disclosures solely in paper format, it will slow the speed at which we can complete certain transaction steps and deliver services to you because we will need to first send you the required notices or disclosures in paper format and wait to receive them back to confirm acknowledgment of your receipt of such notices or disclosures. You will also no longer be able to use the PandaDoc system to electronically receive required notices and consents or sign documents from us.

How to contact Houndtowne, Inc.

You may contact us at help@shelterluv.com to let us know of your changes to how we may contact you electronically, request paper copies of certain information from us, and withdraw your prior consent to receive notices and disclosures electronically, as described above.

To advise Houndtowne, Inc. of your new email address

Email us at help@shelterluv.com to inform us of a change in your email address. In the body of such email, you must state your previous email address and your new email address. If you created a PandaDoc account, you may update it with your new email address using your account preferences.

To withdraw your consent with Houndtowne, Inc.

To inform us that you no longer wish to receive future notices and disclosures in electronic format, you may:

1. decline to sign a document from within your signing session;

2. Please send us an email to help@shelterluv.com. In the body of the message, please state your email, full name, mailing address, and telephone number.

Acknowledging your access and consent to receive and sign documents electronically

By selecting the checkbox next to 'I acknowledge the eSign Disclosure and agree to sign documents electronically with Houndtowne, Inc.', you confirm that:

- You can access and read this eSign Disclosure, and You can print on paper this eSign Disclosure or save or send this eSign Disclosure to a location where you can print it for future reference and access and
- Until or unless you notify Houndtowne, Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgments, and other documents that are required to be provided or made available to you by Houndtowne, Inc. during the course of your relationship with Houndtowne, Inc.; and
- You agree to sign documents electronically with Houndtowne, Inc.

AMENDMENT 3
GILES COUNTY GOVERNMENT

RECEIVED
2/5/2026
CW

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:

Amendment Section(s) —

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

C.1. Maximum Liability. In no event shall the maximum liability of the State under the Grant Contract exceed Six Hundred Fifty Three Thousand, Three Hundred Seventeen Dollars (\$653,317.00) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment 3, shall constitute the maximum amount due the Grantee under the Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and in-direct costs incurred or to be incurred by the Grantee.

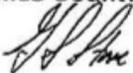
- 2. Grant Contract Attachment 1 is deleted in its entirety and replaced with the new attachment 1 attached hereto.
- 3. Grant Contract Attachment 2 is deleted in its entirety and replaced with the new attachment 2 attached hereto.
- 4. Grant Contract Attachment 3 is deleted in its entirety and replaced with the new attachment 3 attached hereto.

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

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

IN WITNESS WHEREOF,

Giles County Government:



28 Jan 2026

GRANTEE SIGNATURE

DATE

GRAHAM STOWE, COUNTY MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

Department of Health:



02/01/2026

John R Dunn/jw (Feb 1, 2026 13:46:11 CST)

JOHN R. DUNN, DVM, PhD, EMBA

DATE

GILES COUNTY



TENNESSEE

GRAHAM STOWE
COUNTY EXECUTIVEGiles County Annex
P.O. Box 678
Pulaski, Tennessee 38478P: (931) 363-5300
F: (931) 363-2068
gstowe@gilescountytn.gov

January 8, 2026

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

Miss Mitchell,

Please accept this letter as a request for the ARP funding to renovate the Giles County Health Department. Giles County was designated to receive \$383,200 in ARP funding for facilities improvement. This grant contract was designated at \$510,900 with Grantee participation of \$127,700. In amendment two of the contract agreement the county requested the state designate \$559,579 to the same grantee match of \$127,700 for a new total of \$687,279.

Our new request entails the state designate \$653,317 to the same grantee match of \$127,700 for a new total of \$781,017.

Giles County is dedicated to following all policies and procedures set forth by the State of TN with the contracting agency facilitating.

The following plans are in place for improvements/construction:

- Replace roof
- Replace all outdated HVAC units/thermostats, add air filtration to the HVAC systems, revise ductwork for proper air flow
- Double seal current front parking lot, add new handicap ramp and add additional north side parking area and sidewalks
- Install new gutters/guards
- Add awnings above doors
- Pressure wash and seal current sidewalks
- Replace cabinetry and countertops throughout the facility
- Construct new front office for clerical supervisor
- Remove barrier walls at the front check-in desk
- Repair drywall where needed
- Replace doors, repair/update ADA front doors/add key card access
- New paint throughout the facility
- New kitchen appliances
- Replace ceiling grid and tiles
- Replace all toilets and add vanities to restrooms
- Replace furniture throughout the facility

- Remove old chair rail and update with modern options
- Install fencing around the back of the building
- Update artwork
- Install a security/panic system
- Build laboratory box stand
- Add Electronic signage

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

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



G. S. STOWE

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	GILES, COUNTY OF
Subrecipient's Unique Entity Identifier (SAM)	LGCMDD6KKBT8
Federal Award Identification Number (FAIN)	SLFRP5534
Federal award date	March 3, 2021
Subaward Period of Performance Start and End Date	March 3, 2021 – December 31, 2026
Subaward Budget Period Start and End Date	March 3, 2021 – December 31, 2026
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	21.027 - Coronavirus State and Local Fiscal Recovery Funds (CSLFRF)
Grant contract's begin date	January 13, 2023
Grant contract's end date	June 30, 2026
Amount of federal funds obligated by this grant contract	\$653,317.00
Total amount of federal funds obligated to the subrecipient	\$653,317.00
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$711,897,713.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	Local Health Department Capital Investment Program – IT requests including phone system upgrades and electronic signage, and statewide needs.
Name of federal awarding agency	US Treasury
Name and contact information for the federal awarding official	Katharine Richards, Director, Coronavirus State and Local Fiscal Recovery Funds, Office of Recovery Programs, Department of the Treasury, (844) 529-9527
Name of pass-through entity	Tennessee Department of Health
Name and contact information for the pass-through entity awarding official	Josh Gipson, Josh.Gipson@tn.gov 615.864.4744
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	5 Percent (5%)

ATTACHMENT 3

GRANT BUDGET

(BUDGET PAGE 1)

GILES COUNTY GOVERNMENT				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 13, 2023, and ending June 30 2026.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries ²	\$0.00	\$0.00	\$0.00
2	Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee/ Grant & Award ²	\$0.00	\$0.00	\$0.00
5	Supplies	\$0.00	\$0.00	\$0.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals ²	\$0.00	\$0.00	\$0.00
17	Depreciation ²	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel ²	\$0.00	\$0.00	\$0.00
20	Capital Purchase ²	\$653,317.00	\$127,700.00	\$781,017.00
22	Indirect Cost (% and method)	\$0.00	\$0.00	\$0.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$653,317.00	\$127,700.00	\$781,017.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: https://www.tn.gov/content/dam/tn/finance/documents/fa_policies/policy3.pdf).

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

ATTACHMENT 3 (continued) GRANT

BUDGET LINE-ITEM DETAIL

(BUDGET PAGE 2)

SALARIES							AMOUNT	
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)		x		x		+	(Longevity, if applicable)	\$0.00
ROUNDED TOTAL							\$0.00	

PROFESSIONAL FEE/ GRANT & AWARD		AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)		\$0.00
ROUNDED TOTAL		\$0.00

TRAVEL/ CONFERENCES & MEETINGS		AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)		\$0.00
ROUNDED TOTAL		\$0.00

INTEREST		AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)		\$0.00
ROUNDED TOTAL		\$0.00

SPECIFIC ASSISTANCE TO INDIVIDUALS		AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)		\$0.00
ROUNDED TOTAL		\$0.00

DEPRECIATION		AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)		\$0.00
ROUNDED TOTAL		\$0.00

OTHER NON-PERSONNEL		AMOUNT
SPECIFIC, DESCRIPTIVE, DETAIL (REPEAT ROW AS NECESSARY)		\$0.00
ROUNDED TOTAL		\$0.00

CAPITAL PURCHASE		AMOUNT
IT REQUESTS INCLUDING ELECTRONIC SIGNAGE AND PHONE SYSTEM UPGRADES		\$60,900.00
STATEWIDE NEEDS		\$720,117.00
ROUNDED TOTAL		\$781,017.00

THIS SERVICES AGREEMENT (this "**Agreement**") is made by and between TNTP, Inc., a Delaware nonprofit corporation organized and operated exclusively for charitable and educational purposes and qualifies for exemption from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and is further classified as a public charity within the meaning of Section 509(a)(1) of the Code, with its principal office at 500 7th Avenue, 8th Floor, New York, New York 10018 ("**TNTP**"), and **Giles County Schools**, with its principal office at **270 Richland Drive, Pulaski, TN 38478** (the "**Client**"). This Agreement shall be effective as of the later of the dates beneath the parties' signatures below (the "**Effective Date**"). This Agreement consists of the following terms, as well as the Scope of Services in the attached Schedule A.

STATEMENT OF PURPOSE: TNTP entered into Contract No. 89162 with the State of Tennessee, Department of Education (the "**State**"), dated December 9, 2025, pursuant to which TNTP would provide support services for school districts participating in the State's Comprehensive Literacy State Development (CLSD) ("**State Contract**"). The State Contract requires each participating school district to enter into its own contract with TNTP for support services. The Client has selected TNTP to provide services under the CLSD Program. Accordingly, the Client wants to engage TNTP to provide school support as detailed in this Agreement. Any terms not defined here shall have the meaning assigned to them in the State Contract.

Section 1. Term and Services.

For the period commencing on the Effective Date until **June 30, 2030** (the "**Term**"), TNTP agrees to provide services for the Client as specified in the services stated in Schedule A ("**TNTP's Services**," "**Scope of Services**," or "**Services**"). In the event that State does not provide funding for the final year of the Term (School Year 2029-2030), this Agreement will terminate on June 30, 2029, unless the Parties identify an alternative funding source for the Services. The Services may include the provision of documentation, reports, analysis, and other content ("**Deliverables**"). TNTP's Services will be considered accepted upon the Effective Date or upon commencement of the Services at Client's direction following Client's instructions to commence Services under the Proposal. TNTP will use its reasonable efforts to achieve the deadlines for Services, if any, set forth in any timetable and/or dates for delivery contained in Schedule A. TNTP may, upon written notice to Client, subcontract any portion of the Services in its sole discretion.

Section 2. TNTP and Client Responsibilities.

- a. Client will cooperate with TNTP to facilitate the performance of TNTP's Services. If necessary to facilitate TNTP's provision of the Services, Client will provide TNTP with access (which may be in-person or remote via virtual means such as teleconference and videoconference, as agreed upon by the parties) to Client personnel, classrooms, meeting spaces, buildings, and background check processes as needed for TNTP's Services. If applicable, the Services may require student and/or staff/leader/teacher surveys, data collection and analysis, focus groups, student work samples, and video recordings of classroom activities, and all these activities will be done in compliance with this Agreement.
- b. Client, and not TNTP, is responsible for all employment-related obligations, liabilities, and decisions that may relate to the implementation of the Services or results from the Services.

Section 3. Representations and Warranties; Disclaimer.

Each party represents and warrants that it:

- a. Has the full right, power, legal capacity, and authority to enter into this Agreement and to carry out its obligations hereunder;
- b. Maintains adequate and appropriate insurance, including comprehensive general liability, professional liability, and workers' compensation insurance, to cover activities under this Agreement;
- c. Will comply in all material respects with all applicable federal, state, and local laws, ordinances, codes, and regulations in connection with its performance under this Agreement; and

d. Is not subject to and will not enter into any agreement or arrangements which preclude compliance with the provisions of this Agreement.

Disclaimer of Warranties. EXCEPT AS PROVIDED IMMEDIATELY ABOVE, THE SERVICES, DELIVERABLES, AND TNTP THIRD PARTY MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. TNTP DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

Section 4. Payment and Invoicing.

The Client shall pay a flat fee to TNTP in the amount of \$400,000 for TNTP's Services (the "Client Fee"). TNTP shall invoice the Client for the Client Fee according to the following schedule:

Invoice Date	Invoice Amount	Related Service Dates
March 20, 2026	\$40,000	Effective Date to March 31, 2026
May 1, 2026	\$40,000	April 1, 2026 – June 30, 2026
	2025-2026 School Year Total: \$80,000	
September 20, 2026	\$20,000	July 1, 2026 – September 30, 2026
December 20, 2026	\$20,000	October 1, 2026 – December 31, 2026
May 1, 2027	\$40,000	January 1, 2027 – June 30, 2027
	2026-2027 School Year Total: \$80,000	
September 20, 2027	\$20,000	July 1, 2027 – September 30, 2027
December 20, 2027	\$20,000	October 1, 2027 – December 31, 2027
May 1, 2028	\$40,000	January 1, 2028 – June 30, 2028
	2027-2028 School Year Total: \$80,000	
September 20, 2028	\$20,000	July 1, 2028 – September 30, 2028
December 20, 2028	\$20,000	October 1, 2028 – December 31, 2028
May 1, 2029	\$40,000	January 1, 2029 – June 30, 2029
	2028-2029 School Year Total: \$80,000	
September 20, 2029*	\$20,000	July 1, 2029 – September 30, 2029
December, 20, 2029*	\$20,000	October 1, 2029 – December 31, 2029
May 1, 2030*	\$40,000	January 1, 2030 – June 30, 2030
	2029-2030 School Year Total: \$80,000*	
Contract Total	\$400,000	

*Contingent upon continued availability of State funding through the 2029-2030 School Year or the Parties identifying an alternative funding source.

TNTP's failure to timely invoice will not constitute a waiver of any of TNTP's rights hereunder or constitute a breach by TNTP of this Agreement. The invoice is due and payable by ACH or wire transfer within thirty (30) days of Client's receipt of the invoice, without regard to any delay for purchase order or invoice reference. Client will validate any changes to ACH or wire payments by contacting TNTP at [redacted]. After thirty (30) days, interest may be charged at a rate of one percent (1%) per month. Client agrees to provide, for inclusion in each Scope of Services, the specific information that must be included

on an invoice (e.g., a Purchase Order Number or other reference). If there are disputed amounts on any invoice, the balance of such invoice, after deducting any disputed amounts, shall be paid in full when due and payable, and the disputed amounts shall be presented to TNTP for resolution as soon as such disputed amounts have been determined by the Client. Once resolved, Client will promptly pay any disputed amounts to TNTP without the need for TNTP to issue an additional invoice.

Financial Contacts:

For TNTP: TNTP Accounts Receivable

ar@tntp.org

For Client:

Client Contact (General)

Billing/Payment Contact

_____ (Name)

_____ (Name)

_____ (Title)

_____ (Title)

_____ (Email Address)

_____ (Email Address)

TNTP will direct invoices and payment inquiries to this address. Whenever possible, a contact within Client's Accounts Payable or similar financial or business department is preferred.

Section 5. Independent Contractor.

TNTP's relationship to the Client is that of an independent contractor and nothing herein will be construed as creating an employer/employee relationship, partnership, joint venture, or other business group or concerted action. TNTP will determine the method, details, and means of performing the Services. TNTP may represent, perform services for, and contract with other additional clients, persons, or companies as TNTP, in its sole discretion, sees fit, provided those services do not pose a conflict of interest with the services performed to Client.

Section 6. Termination; Survival.

If at any time either of the parties believes that the other party has materially breached its obligations under this Agreement, written notice shall be given by the party alleging breach setting forth the asserted breach and providing an opportunity to cure the same within thirty (30) days after such written notice. If the asserted breach has not been cured to the reasonable satisfaction of the party providing the written notice, but reasonable attempts to cure (as determined by the party providing written notice of asserted breach) have been made in writing by the party to whom the written notice of asserted breach was given, said party will have an additional opportunity to cure for a period of thirty (30) days following the expiration of the initial thirty (30) day cure period. If the asserted breach has not been cured to the satisfaction of the party providing written notice of asserted breach, that party may elect to terminate this Agreement upon written notice to the breaching party. If this Agreement is terminated, the rights and obligations of each party hereunder will terminate, provided, however, that such termination will not terminate the rights and obligations of the parties that expressly survive the termination of this Agreement, including, without limitation, the obligation of the Client to pay TNTP for time and expenses incurred in rendering the Services pursuant to this Agreement prior to the effective date of such termination.

Sections 3 (Representations and Warranties; Disclaimer), 4 (Payment and Invoicing), 6 (Termination; Survival), 7 (Indemnification, Exclusion of Certain Damages, Limitation of Liability, Subpoenas, and Insurance Coverage), 8 (Intellectual Property Rights (IRPs)), 9 (Promotional Materials and Publicity), 10 (Data), 11 (Confidentiality) and 12 (Miscellaneous), and terms of Schedule A that expressly survive termination, will survive expiration or termination of this Agreement.

Section 7. Indemnification. Exclusion of Certain Damages, Limitation of Liability, Insurance and Subpoenas.

7.1 Indemnification. To the extent permitted by applicable law, each party agrees to defend and indemnify the other party, their subsidiaries and affiliates, and hold them harmless from any and all unaffiliated third party claims ("Claims"), losses, damages, penalties, costs, and expenses, including without limitation, settlement costs and any legal, accounting and other expenses for investigation or defending any actions or threatened actions (collectively, "Losses") to the extent such Claims were caused by (a) the intentional misconduct of a party, or any of their employees or agents, or (b) any untruth, inaccuracy, fraud or material omission in any representation or warranty made by a party. In addition, Client will defend, indemnify, and hold harmless TNTP from and against any Claims arising from employment decisions made by Client related to the Services provided by TNTP. The party seeking indemnification shall provide the indemnifying party with prompt written notice of any Claim(s) and give complete control of the defense and settlement of the indemnifying party, and shall cooperate with the indemnifying party, its insurance company, and its legal counsel in its defense of such Claim(s). This indemnity shall not cover any Claim in which there is a failure to give the indemnifying party prompt notice to the extent such lack of notice materially prejudices the defense of the Claim.

7.2 Exclusion of Certain Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TNTP BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, ARISING OUT OF OR THAT RELATE IN ANY WAY TO THIS AGREEMENT OR ITS PERFORMANCE. THIS EXCLUSION WILL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, WHETHER TNTP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE, OR WHETHER APPLICATION OF THE EXCLUSION CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE. THE FOREGOING EXCLUSION DOES NOT APPLY TO CLAIMS RELATED TO TNTP'S FRAUD OR INTENTIONAL MISCONDUCT.

7.3 Limitation of Liability. NOTWITHSTANDING ANY DAMAGES THAT CLIENT MIGHT INCUR UNDER THIS AGREEMENT FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DIRECT DAMAGES), TNTP'S ENTIRE LIABILITY UNDER THIS AGREEMENT AND CLIENT'S EXCLUSIVE REMEDY UNDER THIS AGREEMENT WILL BE LIMITED TO THE CLIENT FEES PAID TO TNTP IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

7.4 Subpoenas. If TNTP is requested by Client or required by subpoena or similar legal process to produce TNTP's materials or personnel with respect to an engagement for Client, provided that TNTP is not a party to the proceeding, Client will reimburse TNTP for its professional time and reasonable out-of-pocket expenses, including the reasonable fees and out-of-pocket expenses of TNTP's outside counsel incurred in responding to such a request.

7.5 Insurance Coverage. TNTP will, at its sole expense, maintain comprehensive general liability insurance with policy limits of not less than \$1,000,000, and provide to the Client upon request a certificate of insurance evidencing such coverage.

Section 8. Intellectual Property Rights (IPR).

8.1 Ownership by TNTP.

- a. **TNTP IPR.** Client acknowledges and agrees that as between Client and TNTP, TNTP is and will remain the sole and exclusive worldwide owner of all TNTP IPR. For purposes of this Agreement, "**TNTP IPR**" means all patents, copyrights, trademarks, services marks, designs, logos, trade secrets, publicity, privacy or moral rights, and any other intellectual property or proprietary rights arising at any time under the applicable law of any jurisdiction anywhere in the world that subsists in, without limitation, the following: all technology, frameworks, processes, systems, methodologies, analytical tools, industry data and insights, layouts, TNTP Confidential Information (defined below), TNTP tools, TNTP's Video Library, Learning Portal, Insight, Academic Scorecard and online platforms that TNTP owns or to which TNTP has a license; and any improvements, derivatives or modifications to any of the foregoing, TNTP owns all TNTP IPR in existence prior to or developed independently of this Agreement.
- b. **Work Product.** Client acknowledges and agrees that all intellectual property rights in any work created, produced, or developed by TNTP, whether alone or jointly with others, in the course of providing the Services under this Agreement ("**Work Product**"), shall immediately upon creation or performance vest in and shall remain the sole and exclusive

property of TNTP, and Client shall acquire no right, title or interest in and to the same, except for the limited license rights expressly granted under this Agreement.

- c. **Reservation of Rights.** Client agrees that no TNTP IPR or Work Product will be shared, licensed, or sold by Client to any other person or entity under any circumstances without the prior written consent of TNTP, except for the limited license rights expressly granted under this Agreement.
- d. **Third Party Materials.** As part of the Services: (i) TNTP may provide Client access to third party materials ("TNTP Third Party Materials") or (ii) Client may provide third party materials to TNTP to use in providing the Services ("Client Third Party Materials"). Client acknowledges that such access and/or use of TNTP Third Party Materials is at Client's sole risk. TNTP makes no representation or warranty or assumes any liability, with respect to any such **TNTP Third Party Materials**. TNTP does not endorse or approve any TNTP Third Party Materials. If Client provides any Client Third Party Materials to TNTP, Client represents and warrants that Client has obtained all rights necessary for TNTP to use the Client Third Party Materials to deliver the Services pursuant to this Agreement.

8.2 License to Work Product. Subject to Client's payment in full to TNTP for the Services, TNTP grants Client the following limited, revocable, non-commercial, non-exclusive, non-transferable, non-sublicensable license, to use the Work Product provided as part of the Scope of Services and any TNTP IPR that is necessarily included in Work Product, solely for Client's own internal business operations, trainings, and analysis in connection with the Scope of Services. Client agrees not to disclose the Work Product or any TNTP IPR included therein to any third party except as otherwise permitted under this Agreement.

8.3 Trademarks. Client acknowledges that TNTP owns the TNTP name, flame logo, and the tagline Reimagine Teaching (collectively the "Marks"). TNTP grants Client a limited, non-exclusive, non-transferable, revocable license to use the Marks, without the right to grant sublicenses, for the specific purpose of the marketing and promotion for these specific Services, if applicable, and in accordance with Schedule A. Any use of the Marks beyond the scope permitted in this Agreement shall be (a) subject to the prior written approval by TNTP, (b) consistent with the terms of this Agreement, and (c) used for the sole purpose of the Project, TNTP's Services and work with Client. The Marks may not be altered or modified in any way unless approved in writing by TNTP. Client will immediately cease using the Marks upon the earlier of TNTP's request, the termination of this Agreement, or the completion of the Services. Client shall not attempt to register the Marks and will cooperate with TNTP protecting and defending them.

Section 9. Promotional Materials and Publicity.

Subject to the terms of this Agreement, Client and TNTP agree that either party may use descriptions of the Services performed by TNTP in promotional materials, including bid applications and client lists, and that TNTP may explicitly identify Client as a client of TNTP.

Section 10. Data.

10.1 Use of Data. If required by the Scope of Services, Client agrees to provide to TNTP, at no cost to TNTP, and within thirty (30) days of TNTP's written request, all requested student data ("**Student Data**"), teacher and staff related data ("**Staff Data**"), and demographic and school/district information ("**School Data**"). Student Data, Staff Data, and School Data is collectively referred to herein as "**Data**". The Client's failure to provide TNTP with Data, or access to collect the Data, may cause a material delay in the delivery of Services for which TNTP will not be held responsible.

The parties agree that Data may be shared between the parties and may only be used by the parties for the purposes identified in this Agreement, including Schedule A, and in a manner consistent with the terms outlined in this Agreement. The parties agree to comply with all relevant federal, state, and local laws and regulations governing the privacy and security of personally identifiable information (including transmission of data), to the extent applicable.

For the purposes of this Agreement and pursuant to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, 34 CFR Part 99, a "school official" is a contractor that: (1) performs an institutional service or function for which the agency or institution would otherwise use employees; (2) is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) is subject to CFR §99.33(a) governing the use and re-disclosure of

personally identifiable information from student records. Client recognizes and agrees that for purposes of FERPA, Client will designate TNTP to act in a "school official" role for the purposes outlined in the Scope of Services. Pursuant to this Agreement, TNTP is considered a school official with a legitimate educational interest, providing services that would otherwise be performed by Client, and under the control and direction of Client with respect to the education records. TNTP shall not disclose any information that would be considered "Personally Identifiable Information" (as such term is defined in FERPA) unless either the disclosure would be permissible under 34 C.F.R. § 99.31 or TNTP has obtained appropriate written consent to the disclosure.

Notwithstanding the above, Client shall not provide or make available to TNTP any student's Personally Identifiable Information from education records (for purposes of FERPA) unless: (i) Client has obtained, with respect to each student's Personally Identifiable Information provided to TNTP, appropriate written consent to disclose such Personally Identifiable Information to TNTP, and authorization for TNTP to use such Personally Identifiable Information in connection with performing the Services, and (ii) Client has provided written notice to TNTP identifying particular Student Data as Personally Identifiable Information.

All Personally Identifiable Information will be destroyed within sixty (60) days of the termination of this Agreement. In furtherance of the Services, TNTP may use video, sound, or other recordings ("**Recordings**") of any of TNTP's Services in its sole discretion and for its legitimate business purposes in perpetuity so long as the recording is made pursuant to all applicable laws relating to confidentiality and protected information.

Separate from the parties' obligations with respect to Student Data, Client agrees not to send TNTP any data that can identify an individual ("Personal Data") unless the parties otherwise mutually agree that it is a requirement in order to effectuate the provision of TNTP's Services under this Agreement. In such circumstances, the parties shall comply with the obligations imposed by applicable data privacy legislation and this Agreement. In providing TNTP with Personal Data, Client will be acting as the data controller and will confirm that Client has complied with applicable law and obtained all necessary consents for lawful processing, including in connection with any transfer of Client's Personal Data.

Client agrees to secure any consents from teachers, staff, students, families, or parents/guardians that are required by all applicable laws, including but not limited to FERPA, for TNTP's use of the Data, Recordings, or TNTP's use of student work samples in rendering TNTP's Services, and ensure that such consents allow TNTP to rely on such consent when acting as an agent of the Client.

10.2 Ownership by the Client. As between Client and TNTP, and except as otherwise provided in this Agreement, Client owns all Data. Client agrees that TNTP, subject to applicable law, may use Data to perform its obligations hereunder.

10.3 License to TNTP. Client grants TNTP a worldwide, non-exclusive, perpetual, irrevocable, royalty-free license, with the right to grant sublicenses, to use, modify, reproduce, display, transmit, distribute, publicly perform, and create derivative works of Data in de-identified and/or aggregated form. The Client agrees that TNTP may use any de-identified Data and metrics regarding the Client's business that are provided to TNTP by the Client, or which are otherwise collected by TNTP during the course of providing the Services. TNTP may identify the Client as the source from which the Data originated if it complies with the other terms in this Agreement. Client agrees that TNTP may use de-identified and/or aggregated Data for its business purposes, including, without limitation, for purposes of publication, research, evaluation, and presentation by TNTP.

10.4 Client Partners. If necessary to support TNTP's Services, Client grants TNTP permission to share the de-identified Data with third party researchers, evaluators, partners, and funders.

Section 11. Confidentiality.

Each party agrees that it shall neither disclose any confidential information of the other party to third parties nor use any confidential information of the other party in any manner other than as contemplated by the Agreement. "**Confidential Information**" is any information marked confidential by a party or information that by its nature or the context of its disclosure ought to be treated as confidential information (including without limitation the terms of Agreement). The following types of information, however marked or designated, are not Confidential Information: (a) information that is, or becomes, lawfully and publicly available without a breach of this Section; (b) information that was lawfully known to the recipient of the information without an obligation to keep it confidential; (c) information that is received from another source

who can disclose it lawfully and without an obligation to keep it confidential; or (d) information that is independently developed. The parties agree that any disclosure of Confidential Information shall be made available only to its employees, officers, directors, financial and legal advisors, agents, or representatives ("**Representatives**") who need to know in order to further the purpose of the services addressed in this Agreement and as required by applicable law. The parties further agree to inform its Representatives of the confidential nature of the Confidential Information and direct them to treat the Confidential Information in accordance with the terms of this Agreement. The parties acknowledge that irreparable injury and damage may result from disclosure of the Confidential Information to unauthorized third parties or from utilization of the Confidential Information for purposes other than those connected with TNTP's Services.

Section 12. Miscellaneous.

- a. The Services are limited to those specifically described in the Agreement and Scope of Services and do not under any circumstances constitute accounting, audit, or tax related assistance or advice, investment advice, legal advice, or services (including as to the manner, if any, in which Client may lawfully implement any advice provided by TNTP), expert witness services.
- b. If in any event any provision of this Agreement is held by a court to be unenforceable as written, that provision will be reformed so as to give effect to the intentions of the parties, and the other provisions of the Agreement.
- c. Neither the Client nor TNTP may assign their rights under this Agreement without the prior written consent of the other.
- d. TNTP will not be liable to the Client or to any third party, nor be deemed to have breached this Agreement, for any failure or delay in performing any of its obligations under this Agreement when such failure or delay is caused by or results from an event beyond TNTP's reasonable control, including without limitation (1) acts of God, (2) natural disasters, (3) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, (4) governmental orders or restrictions, (5) international, national or regional emergency, (6) flood, fire, or explosion, (7) strikes, labor shortages, stoppages or slowdowns, (8) epidemics, pandemics, diseases, quarantines, or other extraordinary events which is determined to constitute a public health risk ("**Force Majeure Event**"). TNTP will use commercially reasonable efforts to give notice of the Force Majeure Event to the Client stating the period of time the occurrence is expected to continue, provided that (a) TNTP is able, given the nature and scope of the Force Majeure Event, to reasonably state such time period, and (b) any delay by TNTP to provide such notice or to state the time period when performance will be resumed will not negate the enforceability of this Section. Upon cessation of such Force Majeure Event, as reasonably determined by TNTP, TNTP will thereupon use commercially reasonable efforts to resume efforts to promptly perform or complete the performance of TNTP's Services hereunder as soon as reasonably practicable after the cessation or resolution of the Force Majeure Event. If TNTP's failure or delay to resume efforts to promptly perform or complete the performance remains uncured for a period of 60 days following notice given by it to Client under this Section, either party may thereafter suspend or terminate its performance under the applicable Scope of Work upon thirty (30) days' written notice.
- e. All notices required by this Agreement will be in writing and either personally delivered or mailed to such party at its address specified on the first page of this Agreement or to such other address as such party may designate by notice given in accordance herewith. All notices will be deemed given when delivered. If to TNTP, the notice will be to George Battle, General Counsel.
- f. This Agreement will be governed by New York law without reference to conflicts of laws principles. The parties agree and consent to the exclusive jurisdiction of and venue in the state or federal courts in the city of Manhattan and the state of New York in all disputes arising out of or relating to this Agreement.
- g. Neither party has entered into this Agreement in reliance on any promise, representation, or warranty not contained herein. This Agreement will be construed according to the fair intent of the language as a whole, and not for or against either party.
- h. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, representations, and agreements, if any, with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be modified, amended, supplemented, waived, discharged, or terminated

except in a writing signed by the parties. No failure or delay in exercising any right or remedy hereunder shall constitute a waiver of such, any other, right, or remedy.

- i. The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Agreement may also be executed by email, or other electronic means, and so executed shall have the full force and legal effect of an original.

Signatures.

The parties, by signing below, by their duly authorized representatives confirm their acceptance of the terms and agree to execute this Agreement, which shall be effective on the Effective Date.

Client

By: _____

Date: _____

Name (print): _____

Title: _____

Client

By: _____

Date: _____

Name (print): _____

Title: _____

Client

By: _____

Date: _____

Name (print): _____

Title: _____

TNTP, Inc.

By: _____

Date: _____

Name (print): Crystal Harmon Reichma

Title: President

Schedule A

Scope of Services

TNTP intends to provide services beginning February 6, 2026, for a term ending June 30, 2030, with the final twelve months of this term contingent upon continued availability of State funding or the Parties identifying an alternative funding source in the event that neither State funding, nor alternative funding is available for service delivery in the final twelve-month period of the term, both Parties will be released from further obligations under this Agreement.

TNTP will provide the following services to the Client to support HQIM implementation during the 2025-2026, 2026-2027, 2027-2028, 2028-2029, and 2029-2030 school years (5 school years total).¹

- a. Provide the equivalent of twenty (20) in-person, direct support days to each LEA/Public Charter/SSS annually for five (5) years focused on the priorities identified in the Literacy Materials Implementation Support Grant and in a manner to be agreed upon between each LEA/Public Charter/SSS and the Contractor.
- b. Facilitate and analyze IPG and HQIM Implementation Framework data collection three (3) times each year during the CLSD Grant term and share the collected data with the State in a method to be determined by the LEA/Public Charter/SSS.
- c. Create three (3) Asynchronous online learning modules each year of the CLSD Grant term focused on the priorities identified in the Literacy Materials Implementation Support Grant with topics selected by the State.
- d. Maintain and report LEA/Public Charter/SSS teacher, employee, and/or representative engagement and LEA/Public Charter/SSS teacher, employee, and/or representative attendance records to the State on in-person, direct support days and statewide engagement during the CLSD Grant term.
- e. Attend contractor meetings every other week with State staff to ensure alignment with statewide support and priorities identified in the Literacy Materials Implementation Support Grant.

¹ Year 5 is contingent upon continued availability of State funding or the Parties identifying an alternative funding source.

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

2026-13

COUNTY GENERAL FUND 101

			DR	CR
Health Department ARP Additional Grant Award				
55832	707	Building Improvements		93,738.00
47402		American Rescue Plan Act #2	93,738.00	
Sheriff Recruitment Training				
54110	140	SRO Salary Supplement		6,400.00
46980		SRO Other State Grants	6,400.00	
Sheriff - THSO				
54110	187	THSO Overtime		26,387.00
54110	201	THSO Social Security		1,635.00
54110	204	THSO State Retirement		1,895.00
54110	212	THSO Employer Medicare		383.00
54110	524	THSO In Service Staff Development		500.00
54110	716	THSO Law Enforcement Equipment		19,200.00
47590		THSO Other Federal Through State	50,000.00	
Sheriff Hiring, Recruitment & Retention Grant				
54110	140	RRG Salary Supplement		19,300.00
46980		RRG Other State Grants	19,300.00	
Animal Control				
55120	304	Architects		45,000.00
39000		Hotel Motel Reserve	45,000.00	
County Building - GCFR Building				
51800	336	Maintenance & Repair - Heating Unit		9,600.00
39000		Hotel Motel Reserve	9,600.00	
EMA - HSGP Grant - Vehicle Barrier System				
54490	790	Other Equipment		87,050.00
47235		Homeland Security Grant	87,050.00	
			311,088.00	311,088.00

 County Executive

Attest:

 County Clerk

Sponsor:

 Evan Baddour

2026-14

Account # Code	Description	Debit	Credit
Fund 141	General Purpose School		
	Health Services		
72120-524	In-Service/Staff Development		1,500.00
72120-499	Other Supplies & Materials	1,500.00	
	Technology		
72250-471	Software		20,500.00
72250-790	Other Equipment	20,500.00	
	Early Literacy Tutoring Grant		
71100-189-ELTG	Other Salaries & Wages		7,296.00
71100-201-ELTG	Social Security		452.35
71100-204-ELTG	State Retirement		523.85
71100-212-ELTG	Employer Medicare		105.79
72210-499-ELTG	Other Supplies and Materials		622.01
46590-ELTG	Other State Education Funds	9,000.00	
	Tutoring Innovation Grant		
71100-189-TIG	Other Salaries & Wages		64,752.00
71100-201-TIG	Social Security		4,014.62
71100-204-TIG	State Retirement		4,894.48
71100-212-TIG	Employer Medicare		938.90
46590-TIG	Other State Education Funds	74,600.00	
	TNTP Comprehensive Literacy Grant		
71100-195-TNTP	Certified Substitute Teachers		2,289.36
71100-198-TNTP	Non-Certified Substitute Teachers		7,000.00
71100-201-TNTP	Social Security		575.94
71100-212-TNTP	Employer Medicare		134.70
71100-399-TNTP	Other Contracted Services		80,000.00
46590-TNTP	Other State Education Funds	90,000.00	
		<u>195,600.00</u>	<u>195,600.00</u>

 County Executive

Attest:

 County Clerk

Sponsor:

 Judy Pruett

received
01/22/2026 CW

**RESOLUTION OF THE GOVERNING BODY
OF GILES COUNTY, TENNESSEE**

**APPROVING THE GUIDELINES FOR EMPLOYING
DELINQUENT TAX ATTORNEY TRUSTEE BY
GILES COUNTY, TENNESSEE**

WHEREAS, Tennessee Code Annotated §§ 67-5-2404, et seq., that the County Trustee shall choose the delinquent tax attorney and the County Trustee and the attorney selected as the delinquent tax attorney must negotiate the compensation to be paid subject to the approval of the County Legislative Body; and

WHEREAS, the County Trustee desires to select an attorney at a compensation not to exceed ten percent (10%) on all delinquent land taxes collected.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONS OF GILES COUNTY, TENNESSEE, AS FOLLOWS:

That the County Trustee of Giles County, Tennessee is hereby authorized pursuant to Tennessee Code Annotated §§ 67-5-2404 to choose a delinquent tax attorney at a compensation not to exceed ten percent (10%) of all delinquent land taxes collected by the delinquent tax attorney.

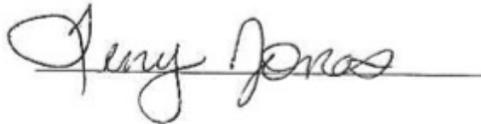
DULY PASSED AND APPROVED, this ____ day of _____ 2026.

Graham Stowe, County Executive

ATTEST:

Carol Wade, County Court Clerk

SPONSORS:



CONTRACT APPOINTING DELINQUENT TAX ATTORNEY

Received
01/21/2026
CW

WHEREAS, Tennessee Code Annotated 67-5-2404, *et seq.* provides that the County Trustee shall choose the delinquent tax attorney and the Trustee and attorney shall negotiate the compensation to be paid subject to the approval of the county legislative body, and

WHEREAS, Tony Risner, Trustee for Giles County has chosen Robert C. Henry to serve as the Delinquent Tax Attorney to collect the delinquent taxes for Giles County, Tennessee, for real property taxes; and

WHEREAS, Robert C. Henry has agreed to act as the Delinquent Tax Attorney for Giles County for the delinquent real estate taxes to be collected for the calendar year 2024; and

WHEREAS, the compensation to be paid to Robert C. Henry shall in no event exceed ten percent (10%) of all delinquent land taxes collected and the court approval fees for title searches, if any, ordered by the court at taxpayer's cost.

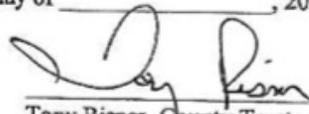
NOW, THEREFORE, FOR AND IN CONSIDERATION of the above and the mutual covenants and agreements passing between the parties, the parties agree as follows:

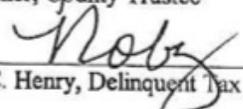
1. That Tony Risner, County Trustee does hereby select Robert C. Henry, Delinquent Tax Attorney to serve as and to collect the delinquent land taxes for the calendar year 2024. The compensation to be paid to Robert C. Henry shall not exceed ten percent (10%) of all delinquent land taxes collected.

2. That Tony Risner will deliver to Robert C. Henry between the dates of February 1st and April 1st the delinquent tax list showing all unpaid land taxes due Giles County for the calendar year 2024.

3. That Robert C. Henry hereby agrees to file and prepare all suits required to collect the delinquent taxes in the Chancery or Circuit Courts for Giles County, Tennessee and to prepare all Orders and pleadings necessary to collect the delinquent taxes.

Entered into as and for the ____ day of _____, 2026.



Tony Risner, County Trustee


Robert C. Henry, Delinquent Tax Attorney

RECEIVED
2/04/2026
lw

RESOLUTION NO. 2026- 16
RESOLUTION OF THE GOVERNING BODY OF GILES COUNTY, TENNESSEE
PLACING A SPEED LIMIT OF 35 M.P.H. ON BLOOMING GROVE ROAD.

WHEREAS, The statutory laws of the State of Tennessee allow counties to establish speed limits upon any highway or public road of this State within their jurisdiction; and

WHEREAS, the Governing Body of Giles County, Tennessee finds it advantageous to the county and the citizens of the county to set a special speed limit of 35 miles per hour on Blooming Grove Road.

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

SECTION ONE: That the Giles County Highway Department, by and through the road superintendent is hereby authorized to specifically set the speed limit and place appropriate speed limit signs on Blooming Grove Road.

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 February 2026.

County Executive

ATTEST:

SPONSOR:

County Court Clerk

Highway Committee Member

RESOLUTION NO. 2026-17

RECEIVED
2/9/2026 (w)

A RESOLUTION OF THE GILES COUNTY COMMISSION TO ESTABLISH A FORMULA-BASED GENERAL FUND APPROPRIATION TO SUPPORT TOURISM AND THE GILES COUNTY CHAMBER OF COMMERCE

WHEREAS, the Giles County Commission has historically supported tourism and economic development through an annual appropriation to the Giles County Chamber of Commerce, a nonprofit organization serving as the county's designated tourism and economic development agency; and

WHEREAS, the Commission finds that a predictable, performance-linked funding structure will better support long-term tourism development and allow the Chamber to plan and invest strategically; and

WHEREAS, total annual hotel/motel occupancy tax revenues—both locally collected and state-administered—provide a meaningful indicator of tourism activity and visitor demand; and

WHEREAS, the Commission desires to establish a fixed formula for determining the Chamber's annual tourism appropriation that is tied to hotel/motel revenue performance, without dedicating or transferring hotel/motel revenues themselves, and while ensuring that such revenues are allocated per the existing Private Act.

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

Section 1. Beginning with Fiscal Year 2026–2027, and for each fiscal year thereafter, the Giles County Chamber of Commerce shall receive an annual appropriation from the Giles County General Fund equal to ten percent (10%) of the total hotel/motel occupancy tax revenues collected by or remitted to Giles County during the preceding fiscal year.

Section 2. All appropriations under this Resolution shall be funded exclusively from the Giles County General Fund, with no alteration to the existing allocation of hotel/motel tax revenues.

Section 3. Funds appropriated under this Resolution shall be used by the Giles County Chamber of Commerce for tourism promotion, tourism development, visitor services, marketing, and related activities that benefit the County and its municipalities.

Section 4. The Chamber shall submit an annual report to the Commission no later than October 1 of each year detailing:
(a) the prior year's use of county-appropriated funds;
(b) tourism-related activities, programs, and performance outcomes; and
(c) the Chamber's plans and priorities for the upcoming fiscal year.

Section 5. This Resolution supersedes any prior resolutions or funding practices in which the Chamber was funded as a nonprofit organization through discretionary appropriation. Future appropriations for tourism shall be governed by the formula established herein unless amended or repealed by subsequent resolution.

Section 6. This Resolution shall take effect upon passage and shall apply to the development of the next fiscal year budget.

This resolution adopted this 17th day of February 2026.

G. S. Stowe, County Executive

Evan Baddour, Sponsor

ATTEST: _____

REC'D
2/09/2026

RESOLUTION NO. 2026- 18
A RESOLUTION AUTHORIZING THE LEVY OF A COUNTY-WIDE
MOTOR VEHICLE PRIVILEGE TAX

WHEREAS, the Giles County Commission desires to establish a wheel tax to help fund county essential services and infrastructure; and

WHEREAS, pursuant to Tenn. Code Ann. § 5-8-102, the County Commission may adopt a resolution to levy a wheel tax by a simple majority vote, subject to approval by a majority of qualified voters in a referendum election; and

WHEREAS, the County Commission intends to submit this wheel tax question to the voters of Giles County for approval in a referendum;

WHEREAS, Giles County continues to face ongoing needs and a growing budget deficit that could be addressed through a wheel tax; without such a measure, the county may have no alternative but to increase property taxes in order to adopt a balanced budget.

NOW, THEREFORE, BE IT RESOLVED by the Giles County Commission, as follows:

1. **Levy of Wheel Tax:** A wheel tax in the amount of \$60.00 per year is hereby proposed to be levied on all motor vehicles registered in Giles County, subject to the exemptions provided under Tenn. Code Ann. § 5-8-102 (e.g., vehicles owned by 100% disabled veterans, active-duty military personnel, or certain government vehicles).
2. **Purpose of Tax:** The proceeds of the wheel tax shall be allocated to the county's general fund.
3. **Referendum Requirement:** Pursuant to Tenn. Code Ann. § 5-8-102(b)(2), this resolution shall be submitted to the Giles County Election Commission for placement on the ballot as a referendum question at the next regular election, May 5, 2026, to be approved by a majority of qualified voters of Giles County.
4. **Ballot Question:** The referendum question to be placed on the ballot shall read as follows:

"SHALL THE RESOLUTION PASSED BY THE GILES COUNTY COMMISSION, WHICH IMPLEMENTS A LOCAL WHEEL TAX AT SIXTY DOLLARS (\$60) PER VEHICLE, BE APPROVED?"

[] FOR
[] AGAINST

5. **Effective Date:** If approved by a majority of qualified voters in the referendum, the wheel tax shall take effect on the first day of the month following certification of the election results by the Giles County Election Commission.

6. **Severability:** If any provision of this resolution is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

ADOPTED by a simple majority vote of the Giles County Commission on this ____ day of February, 2026.

G. S. Stowe, County Executive

Evan Baddour, Sponsor

ATTEST: _____

RESOLUTION NO. 2026 - 19

received
01/12/2026 CW

AN INITIAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$8,500,000 OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF GILES COUNTY, TENNESSEE

BE IT RESOLVED by the Board of County Commissioners of Giles County, Tennessee (the "County") that for the purpose of providing funds necessary to finance, in whole or in part, the (i) construction, renovation, improvement and equipping of the County Courthouse and other County office buildings and facilities; (ii) acquisition of all real and personal property associated therewith; (iii) payment of design, engineering, legal, fiscal and administrative costs incident to the foregoing (collectively, the "Projects"); (iv) reimbursement to the appropriate fund of the City for prior expenditures for the Projects; and (v) payment of costs incident to the issuance and sale of the bonds authorized herein; there shall be issued bonds of the County in an aggregate principal amount of not to exceed \$8,500,000, which bonds shall bear interest at a rate or rates per annum not to exceed the maximum rate permitted by Tennessee law, and shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the County.

BE IT FURTHER RESOLVED by the Board of County Commissioners of Giles County, Tennessee that the County Clerk be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of not to exceed \$8,500,000 general obligation public improvement bonds to be published in full in a newspaper having a general circulation in the County, for one issue of said paper followed by the statutory notice, to-wit:

NOTICE

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the County shall have been filed with the County Clerk protesting the issuance of the bonds, such bonds will be issued as proposed.

Carol Wade, County Clerk

Adopted and approved this 17 day of February 2026.

Graham Stowe, County Executive

ATTEST:

Carol Wade, County Clerk

SPONSOR:

E. A. B. M.

2006-20

A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS (\$8,500,000) IN AGGREGATE PRINCIPAL AMOUNT, OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF GILES COUNTY, TENNESSEE, MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS; ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS.

Received
01/12/2026
w

WHEREAS, pursuant to Sections 9-21-101, et seq., Tennessee Code Annotated, as amended, counties in Tennessee are authorized through their respective governing bodies to issue and sell bonds of said municipalities to finance public works projects of said municipalities; and

WHEREAS, the Board of County Commissioners (the "Governing Body") of Giles County, Tennessee (the "County") hereby determines that it is necessary and desirable to issue general obligation public improvement bonds of the County to provide the funds necessary to finance, in whole or in part, the (i) construction, renovation, improvement and equipping of the County Courthouse and other County office buildings and facilities; (ii) acquisition of all property, real and personal, related to the foregoing; (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing (collectively, the "Projects"); and (iv) reimbursement to the appropriate fund of the City for prior expenditures for the Projects; and (v) payment of costs incident to the issuance and sale of the bonds authorized herein; and

WHEREAS, the issuance of general obligation bonds to finance public works projects must be preceded by the adoption and publication of an initial resolution and the statutory notice required by Section 9-21-206, Tennessee Code Annotated; and

WHEREAS, the Governing Body did on the date hereof adopt an initial resolution (the "Initial Resolution") proposing the issuance of not to exceed \$8,500,000 in aggregate principal amount of general obligation bonds to finance the Projects, which initial resolution will be published as required by law, together with the statutory notice required by Section 9-21-206, Tennessee Code Annotated; and

WHEREAS, it is the intention of the Governing Body to adopt this Resolution for the purpose of authorizing not to exceed \$8,500,000 in aggregate principal amount of its general obligation public improvement bonds, providing for the issuance, sale and payment of said bonds, establishing the terms thereof and the disposition of proceeds therefrom and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Giles County, Tennessee, as follows:

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to Sections 9-21-101 et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. The following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) "Bonds" shall mean not to exceed \$8,500,000 in aggregate principal amount of General Obligation Public Improvement Bonds of the County, to be dated their date of delivery, with such series designation and such other dated date as the County Executive shall determine pursuant to Section 8 hereof;

(b) "Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the County or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial "book-entry" interests in those bonds;

(c) "Code" means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder;

(d) "County" means Giles County, Tennessee;

(f) "Debt Management Policy" means the Debt Management Policy adopted by the Governing Body as required by the State Funding Board of the State of Tennessee;

(g) "Depository" means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC;

(h) "DTC" means The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns;

(i) "DTC Participant(s)" means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System;

(j) "Governing Body" means the Board of County Commissioners of the County;

(l) "Municipal Advisor" means Stephens Inc.;

(m) "Projects" means (i) construction, renovation, improvement and equipping of the County Courthouse and other County office buildings and facilities; and (ii) acquisition of all property, real and personal, related to the foregoing; and (iii) payment of legal, fiscal, administrative, architectural and engineering costs incident to any or all of the foregoing;

(n) "Registration Agent" means the registration and paying agent for the Bonds, appointed by the County Executive pursuant to Section 3 hereof, or any successor designated by the Governing Body.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the County's Debt Management Policy. Approximate debt service is attached hereto as Exhibit A, subject to change by the County Executive, as permitted by Section 8 hereof. The estimated of costs issuance of the Bonds are also attached hereto as Exhibit A.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to (i) finance the cost of the Projects, (ii) reimburse the County for funds previously expended for the Projects, if any; and (iii) pay the costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued general obligation bonds, in one or more series, of the County in the aggregate principal amount of not to exceed \$8,500,000. The Bonds shall be issued in fully registered, book-entry form (except as otherwise provided herein), without coupons, shall be known as "General Obligation Public Improvement Bonds" and shall be dated their date of issuance and

have such series designation or such other dated date as shall be determined by the County Executive pursuant to Section 8 hereof. Subject to adjustments permitted pursuant to Section 8 hereof, the Bonds shall bear interest at a rate or rates not to exceed the maximum interest rate permitted by applicable law, payable semi-annually on April 1 and October 1 in each year, commencing April 1, 2026. Subject to adjustments permitted in Section 8 hereof, the Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the purchaser thereof, and shall mature on April 1 of each year, subject to prior optional redemption as hereinafter provided, either serially or through mandatory redemption, and estimated amounts provided in Exhibit A attached hereto.

(b) Subject to adjustments permitted in Section 8 hereof, Bonds maturing April 1, 2036 and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 1, 2035 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to Section 8 hereof, the County Executive of the County is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the County Executive of the County. In the event any or all the Bonds are sold as Term Bonds, the County shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth in Exhibit A, in aggregate principal amounts equal to the maturity amounts established pursuant to Section 8 hereof for each redemption date, as such maturity amounts and dates may be adjusted pursuant to Section 8 hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

(d) Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent on behalf of the County not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the County pursuant to written instructions from an authorized representative of the County (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(e) The County Executive is hereby authorized and directed to appoint the Registration Agent for the Bonds and the Registration Agent, so appointed, is hereby authorized and directed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the County at least annually a certificate of destruction with respect to Bonds canceled and destroyed, and to furnish the County at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The County Executive is hereby authorized to execute and the County Clerk is hereby authorized to attest such written agreement between the County and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(f) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the County in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the

Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of twenty (20) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(g) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the County to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the County shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the County shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which Date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered owners. The Registration Agent shall promptly notify the County of such Special Record Date and, in the name and at the expense of the County, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the County to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(h) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the County to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent,

may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(i) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the County with the manual or facsimile signature of the County Executive and with the official seal, or a facsimile thereof, of the County impressed or imprinted thereon and attested by the manual or facsimile signature of the County Clerk.

(j) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO., AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co. as provided in the Letter of Representation relating to the Bonds from the County and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The County and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, the County shall discontinue the Book-Entry System with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner.

THE COUNTY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY DTC PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC

PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS, (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC, OR ITS NOMINEE, CEDE & CO., AS OWNER.

If the Bonds are sold to a single purchaser that certifies that it does not intend to re-offer the Bonds to the public, then the Registration Agent may deliver fully registered Bonds to the purchaser without utilizing the Book-Entry System and the form of the Bond in Section 6 hereof shall be so conformed.

(k) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book-entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, teletype or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds, provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this section.

(l) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the County of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(m) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the County, in its discretion, shall issue, and the Registration Agent, upon written direction from the County, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be about to mature, instead of issuing a substituted Bond the County may pay or authorize payment of such Bond without surrender thereof. In every case the applicant shall furnish evidence satisfactory to the County and the Registration Agent of the destruction, theft or loss of such Bond, and indemnity satisfactory to the County and the Registration Agent; and the County may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the County for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be secured by and payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of principal of, premium, if any, and interest on the Bonds, the full faith and credit of the County are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal and interest with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the County nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the County determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the County may discontinue the book-entry system with DTC. If the County fails to identify another qualified securities depository to replace DTC, the County shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner. Neither the County nor the Registration Agent shall have any responsibility or obligations to any DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners, (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

Bonds of the issue, of which this Bond is one, maturing April 1, 2036 and thereafter, shall be subject to redemption prior to maturity at the option of the County on April 1, 2035 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of County Commissioners. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

Subject to the credit hereinafter provided, the County shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC, or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

Final
Maturity

Redemption
Date

Principal Amount
of Bonds
Redeemed

***Final Maturity**

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the County may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and canceled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the County on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The County shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

Notice of call for redemption, whether optional or mandatory, shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any such defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to affect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the County nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the County to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the designated corporate trust office of the Registration Agent set forth above, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as

hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the County nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the County to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$ _____ and issued by the County for the purpose of providing funds necessary to finance, in whole or in part, the (i) construction, renovation, improvement and equipping of the County Courthouse and other County office buildings and facilities; (ii) acquisition of all real and personal property associated therewith; (iii) payment of design, engineering, legal, fiscal and administrative costs incident to the foregoing (collectively, the "Projects"); (iv) reimbursement to the appropriate fund of the City for prior expenditures for the Projects; and (v) payment of costs incident to the issuance and sale of the Bonds of which this Bond is one, pursuant to Sections 9-21-101 *et seq.*, Tennessee Code Annotated, as amended, and pursuant to a resolution duly adopted by the Board of County Commissioners of the County on _____, 2026 (the "Resolution").

This Bond is secured by and payable from unlimited ad valorem taxes to be levied on all taxable property within the County. For the prompt payment of principal of and interest on this Bond, the full faith and credit of the County are irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the County, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the County has caused this Bond to be signed by its County Executive and attested by its County Clerk under the corporate seal of the County, all as of the date hereinabove set forth.

GILES COUNTY

BY: Form - do not sign
County Executive

(SEAL)

ATTESTED:

Form - do not sign
County Clerk

Transferable and payable at the
Designated corporate trust office of: _____
_____ , _____

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

Registration Agent

By: _____
Authorized Representative

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____, whose address is _____ (Please insert Social Security or Federal Tax Identification Number _____) the within Bond of Giles County, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

[End of Bond Form]

Section 7. Levy of Tax. The County, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the County, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal of,

premium, if any, and interest coming due on the Bonds in said year. Principal, premium, if any, and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the County and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any appropriations from other funds, taxes and revenues of the County to the payment of debt service on the Bonds.

Section 8. Sale of Bonds. (a) The Bonds shall be offered for public sale, in one or more series, as required by law at a price of not less than ninety-nine percent (99.00%) of par exclusive of original issue discount, and accrued interest, if any, as a whole or in part, from time to time, as shall be determined by the County Executive in consultation with the Director of Finance and the Municipal Advisor. The Bonds shall be sold at public sale by physical delivery of bids or by electronic bidding by means of an Internet bidding service as shall be determined by the County Executive in consultation with the Director of Finance and the Municipal Advisor. The County Executive is authorized to award the Bonds to the bidder whose bid results in the lowest true interest cost to the County, provided the rate or rates on none of the Bonds exceeds the maximum interest rate or rates permitted by applicable law. The award of the Bonds by the County Executive to the lowest bidder shall be binding on the County, and no further action of the Governing Body with respect thereto shall be required.

- (b) The County Executive is further authorized with respect to Bonds, or any series thereof to:
- (1) change the dated date of the Bonds, to a date other than the date of issuance of the Bonds;
 - (2) designate the Bonds, or any series thereof, to a designation other than "General Obligation Public Improvement Bonds" and to specify the series designation of the Bonds, or any series thereof;
 - (3) in order to facilitate the sale of the Bonds in a manner that is in the best interest of the County, cause to be sold less than the principal amount authorized herein;
 - (4) change the first interest payment date on the Bonds or any series thereof to a date other than April 1, 2026, provided that such date is not later than twelve months from the dated date of such series of Bonds;
 - (5) adjust the principal and interest payment dates and the maturity amounts of the Bonds (including, but not limited to establishing the date and year of the first principal payment date), or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the final maturity date of each series shall not be later than April 1, 2046;
 - (6) adjust or remove the County's optional redemption provisions of the Bonds including, but limited to, making the Bonds non-callable or making the first optional redemption date earlier than set forth herein, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;
 - (7) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the County Executive, as he shall deem most advantageous to the County; and
 - (8) to cause all or a portion of the Bonds to be insured by a bond insurance policy

issued by a nationally recognized bond insurance company if such insurance (a) is determined to be advantageous to the County and such premium to be paid by the County or (b) is requested and paid for by the winning bidder of the Bonds, or any series thereof, and to enter into an agreement with such bond insurance company with respect to such bond insurance on terms not inconsistent with the provisions of this resolution.

(b) The County Executive is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The County Executive is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as he shall deem to be advantageous to the County and in doing so, the County Executive is authorized to change the designation of the Bonds to a designation other than "General Obligation Public Improvement Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(c) The form of the Bond set forth in Section 6 hereof, shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(d) If permitted in the notice of sale for the Bonds, or any series thereof: (i) the successful bidder may request that the Bonds, or any such series thereof, be issued in the form of fully registered certificated Bonds in the name of the successful bidder or as directed by the successful bidder, in lieu of registration using the Book-Entry System, and (ii) the successful bidder may assign its right to purchase the Bonds, or any series thereof, to a third party provided, however, that upon such assignment, the successful bidder shall remain obligated to perform all obligations relating to the purchase of the Bonds as the successful bidder, including the delivery of a good faith deposit, the execution of required documents and the payment of the purchase price, if such successful bidder's assignee does not perform any of such obligations.

(e) The County Executive and County Clerk are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The County Executive is hereby authorized to enter into a contract with the Municipal Advisor, for municipal advisory services in connection with the sale of the Bonds and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds in substantially the form attached hereto as Exhibit B.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be disbursed as follows:

(a) accrued interest, if any, shall be deposited to the appropriate fund of the County to be used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds.

(b) the remainder of the proceeds of the sale of the Bonds shall be paid to the County Trustee to be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar or successor federal agency in a special fund known as the Public Improvement Construction Fund (the "Construction Fund"), or such other designation as shall be determined by the County Executive to be kept separate and apart from all other funds of the County. The funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects (or reimburse the County for the prior payment thereof), including

necessary legal, accounting, engineering, architectural and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, rating agency fees, Registration Agent fees, bond insurance premiums (if any) and other necessary miscellaneous expenses incurred in connection with the Project, and the costs of issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds. Moneys in the Construction Fund shall be invested as directed by the County Trustee in such investments as shall be permitted by applicable law. Earnings from such investments shall be, to the extent permitted by applicable law and at the discretion of the County Executive in consultation with the Director of Finance (i) retained in the Construction Fund to reimburse the Construction Fund for any costs of issuance paid related to the issuance of the Bonds; (ii) retained in the Construction Fund to the extent needed for the Projects or (iii) transferred to the County's debt service fund to the extent permitted by applicable law. After completion of the Projects any funds remaining in the Construction Fund, including earnings from such investments, shall be deposited to the County's debt service fund, subject to any modifications by the Governing Body.

(c) In accordance with state law, the various department heads responsible for the fund or funds receiving and disbursing funds are hereby authorized to amend the budget of the proper fund or funds for the receipt of proceeds from the issuance of the obligations authorized by this resolution including bond and note proceeds, accrued interest, reoffering premium and other receipts from this transaction. The department heads responsible for the fund or funds are further authorized to amend the proper budgets to reflect the appropriations and expenditures of the receipts authorized by this resolution.

Section 10. Official Statement. The County Executive, the County Clerk and the Director of Finance, or any of them, working with the Municipal Advisor, are hereby authorized and directed to provide for the preparation and distribution, which may include electronic distribution, of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the County Executive, the County Clerk and the Director of Finance, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The County Executive, the County Clerk and the Director of Finance, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven (7) business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The County Executive, the County Clerk and the Director of Finance, or any of them, are authorized, on behalf of the County, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the County except for the omission in the Preliminary Official Statement of such pricing and other information.

No final Official Statement shall be required if the Bonds are sold to a purchaser that certifies that it does not intend to re-offer the Bonds to the public.

Section 11. Tax Matters. The County recognizes that the purchasers and owners of each series of the Bonds will have accepted them on, and paid therefor a price that reflects, the understanding that interest

thereon is excludable from gross income for purposes of federal income taxation under laws in force on the date of delivery of such Bonds. In this connection, the County agrees that it shall take no action which may cause the interest on any Bonds to be included in gross income for federal income taxation. It is the reasonable expectation of the Governing Body of the County that the proceeds of the Bonds will not be used in a manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, and to this end the said proceeds of each series of the Bonds and other related funds established for the purposes herein set out shall be used and spent expeditiously for the purposes described herein. The Governing Body further covenants and represents that in the event it shall be required by Section 148(f) of the Code to pay any investment proceeds of the Bonds to the United States government, it will make such payments as and when required by said Section 148(f) and will take such other actions as shall be necessary or permitted to prevent the interest on the Bonds from becoming taxable. The County Executive, the County Clerk and the Director of Finance, or any of them, are authorized and directed to make such certifications in this regard in connection with the sale of the Bonds as either or both shall deem appropriate, and such certifications shall constitute a representation and certification of the County. Following the issuance of the Bonds, the Director of Finance is directed to administer the County's Federal Tax Compliance Policies and Procedures with respect to the Bonds.

Section 12. Discharge and Satisfaction of Bonds. If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent, for cancellation by it;

and if the County shall also pay or cause to be paid all other sums payable hereunder by the County with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Escrow Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the County to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the County shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal, premium, if any, and interest on said Bonds; provided that any cash received from such

principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the County as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal, premium, if any, and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the County, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 14. Qualified Tax-Exempt Obligations. The County Executive is hereby authorized to designate the Bonds as "qualified tax-exempt obligations," within the meaning of Section 265 of the Internal Revenue Code of 1986, as amended, to the extent the Bonds may be so designated and to the extent not "deemed designated".

Section 15. Continuing Disclosure. The County hereby covenants and agrees that it will provide annual financial information and material event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The County Executive is authorized to execute at the Closing of the sale of the Bonds, an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and material event notices to be provided and its obligations relating thereto, if any. Failure of the County to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the County to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 16. Resolution a Contract. The provisions of this resolution shall constitute a contract between the County and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution that would adversely affect the security of the Bonds or the rights of the Bondholders shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 17. Reimbursement. It is reasonably expected that the County will reimburse itself for certain expenditures made by it in connection with the Project by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

Section 18. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 19. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this ____ day of _____, 2026.

Graham Stowe, County Executive

ATTEST:

Carol Wade, County Clerk

SPONSOR:

Erin P. Blum

EXHIBIT A

ESTIMATED AMORTIZATION SCHEDULE AND COSTS OF ISSUANCE*
15 Year Amortization

Estimated Debt Service Schedule by Budget Year

Date	Principal	Coupon	Interest	Total P+I
06/30/2026	-	-	-	-
06/30/2027	440,000.00	2.650%	291,018.75	731,018.75
06/30/2028	475,000.00	2.550%	252,902.50	727,902.50
06/30/2029	490,000.00	2.600%	240,790.00	730,790.00
06/30/2030	500,000.00	2.650%	228,050.00	728,050.00
06/30/2031	515,000.00	2.700%	214,800.00	729,800.00
06/30/2032	530,000.00	2.750%	200,895.00	730,895.00
06/30/2033	545,000.00	2.850%	186,320.00	731,320.00
06/30/2034	560,000.00	3.000%	170,787.50	730,787.50
06/30/2035	575,000.00	3.050%	153,987.50	728,987.50
06/30/2036	590,000.00	3.250%	136,450.00	726,450.00
06/30/2037	610,000.00	3.400%	117,275.00	727,275.00
06/30/2038	630,000.00	3.500%	96,535.00	726,535.00
06/30/2039	655,000.00	3.600%	74,485.00	729,485.00
06/30/2040	680,000.00	3.650%	50,905.00	730,905.00
06/30/2041	705,000.00	3.700%	26,085.00	731,085.00
Total	\$8,500,000.00	-	\$2,441,286.25	\$10,941,286.25

*The underwriting expense will be determined by competitive bid and is not reflected in the chart above. The maximum discount allowed in the Resolution and the maximum amount that is expected to be permitted in the bids is 1.0%, depending on the lowest true interest cost bidder.

COSTS OF ISSUANCE DETAIL

Licensed Municipal Advisor.....	\$38,500.00
Bond Counsel.....	\$18,000.00
Rating Agency Fee.....	\$23,000.00
Registration/Paying Agent.....	\$1,000.00
I-Preo Electronic Bidding Fee.....	\$1,500.00

EXHIBIT B

FORM OF ENGAGEMENT LETTER OF BOND COUNSEL

LETTERHEAD OF BASS, BERRY & SIMS PLC

_____, 2026

Giles County, Tennessee
222 W. Madison Street
Pulaski, Tennessee 38478
Attention: Graham Stowe, County Executive

**Re: Issuance of Not to Exceed \$8,500,000 in Aggregate Principal Amount of
General Obligation Public Improvement Bonds**

Dear Mr. Stowe:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to Giles County, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced bonds (the "Bonds"). We understand that the Bonds are being issued for the purpose of providing funds necessary to finance county projects identified in a detailed bond resolution (the "Resolution") authorizing the Bonds, adopted on the date hereof, and to pay costs of issuance of the Bonds, as more fully set forth in the Resolution. We further understand that the Bonds will be sold by competitive sale.

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the Bond Opinion) regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
3. Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.
4. Review legal issues relating to the structure of the Bond issue.
5. Draft those sections of the official statement to be disseminated in connection with the sale of the Bonds, describing the Bond Opinion, the terms of and security for the Bonds, and the treatment of the Bonds and interest thereon under state and federal tax law.

6. Assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to legal issues affecting the issuance of the Bonds, if requested.
7. Prepare and review the notice of sale pertaining to the competitive sale of the Bonds.
8. Draft the continuing disclosure undertaking of the Issuer.

Our Bond Opinion will be addressed to the Issuer and will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- a. Except as described in paragraph (5) above,
 - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds, or
 - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
 - 3) Rendering advice that the official statement or other disclosure documents
 - a) Do not contain any untrue statement of a material fact or
 - b) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Bonds.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation, (such as contested validation proceedings).
- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.
- g. Except as described in paragraph 8 above, assisting in the preparation of, or opining on, any continuing disclosure undertaking pertaining to the Bonds or any

- other debt or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.
- h. Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
 - i. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bonds).
 - j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion. Please note that, in our representation of the Issuer, we will not act as a "municipal advisor", as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Forms 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financings; and (iv) the responsibilities we will assume in connection therewith, we estimate that our fee will be \$18,000 for the Bonds. Our fees may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amount stated above or the bonds are issued in more than one series; (b) if material changes in the structure or schedule of the respective financings

occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimates, we will advise you and prepare and provide to you an amendment to this engagement letter. The fees quoted above will include all out-of-pocket expenses advanced for your benefit, such as travel costs, photocopying, deliveries, long distance telephone charges, telecopier charges, filing fees, computer-assisted research and other expenses.

If, for any reason, the financing represented by the Bonds is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will our fees exceed the amount set forth above.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this engagement are deemed to be Issuer's property. We agree to maintain documentation for all charges against the Issuer. Our books, records, and documents, insofar as they relate to work performed or money received under this engagement, shall be maintained for a period of three (3) full years from the respective Closings and will be subject to audit, at any reasonable time and upon reasonable notice by the Issuer or its duly appointed representatives.

OTHER MATTERS

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this Engagement Letter must be in writing, executed by us and contain the signatures of the Issuer. The validity, construction and effect of this Engagement Letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. To the extent permitted by applicable law, any action between the parties arising from this Engagement Letter shall be maintained in the state or federal courts of Davidson County, Tennessee.

CONCLUSION

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

GILES COUNTY, TENNESSEE:

BASS, BERRY & SIMS PLC:

By: _____
Graham Stowe, County Executive

By: _____
Betsy Knotts, Counsel

STATE OF TENNESSEE)

COUNTY OF GILES)

I, Carol Wade, certify that I am the duly elected, qualified and acting County Clerk of Giles County, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the County held on January 20, 2026, that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to an amount General Obligation Public Improvement Bonds of said County.

WITNESS my official signature and seal of said County this ____ day of _____, 2026.

County Clerk

(SEAL)

