

AGENDA
COUNTY COMMISSION MEETING
CONFERENCE ROOM, PHIL SWAFFORD BUILDING
TUESDAY, JUNE 30TH, 2023, AT 6:00 P.M.

1. CALL TO ORDER
2. PRAYER
3. PLEDGE TO FLAG
4. ROLL CALL
5. APPROVAL OF MINUTES OF PREVIOUS MEETINGS
6. COUNTY OFFICIALS REPORT
7. Public Comments
8. **OLD BUSINESS**
9. **NEW BUSINESS**
 - A. Consider budget amendments and appropriations.
 - B. Consider Veterans Services Annual Report. -Tommy Harveston
 - C. Consider Purchase and Finance/Finance Director Committee Report. -Nick Welch/Phillip Dunn
 - D. Consider Resolution To Allocate The Sum Of \$17,500.00 To Fund Nine Fishing Tournaments To Be Held In Rhea County During The July-December 2023 Season From The Hotel Motel Tax Fund. -John Bamber

- E. Consider Resolution Authorizing The Donation Of A Rhea County Fire District Vehicle To The City Of Soddy Daisy Fire District. -EMA Director
- F. Consider Resolution Authorizing Homeland Security Grant Contract Between The State Of Tennessee, Department of Military, Tennessee Emergency Management Agency And Rhea County. -EMA Director
- G. Consider Building Inspector Certification and salary increase. - Jim Reed
- H. Consider Resolution Designating A Floodplain Administrator. - Jim Reed
- I. Consider Resolution Designating An ADA Coordinator In Compliance With The Americans With Disabilities Act (ADA). -Jim Reed
- J. Consider Resolution Designating An OSHA/TOSHA Administrator. -Jim Reed
- K. Consider letter to the commission concerning Watts Bar Utilities Board Appointment to be read into the minutes. -Jim Vincent
- L. Consider Resolution To Appoint Members TO The Rhea County Library Board. -Jim Vincent
- M. Consider Fiscal Strength and Efficient Government Fiscal Confirmation Letter 2023-2024 ThreeStar Program requirements. -Jim Vincent
- N. Consider Resolution Authorizing Contract Between The Southeast Tennessee Development District And Rhea County For FY 2024 and FY 2025 For The Sum Of \$15,125 Per Fiscal Year. -Jim Vincent
- O. Consider Resolution Authorizing Violent Crime Intervention Fund (VCIF) Program Competitive Collaboration Enhancement Grant Between The State Of Tennessee, Office Of Criminal

Justice programs And The Rhea County Government. -Sheriff's
Department

P. Consider Resolution Authorizing Grant Contract Between The
State Of Tennessee, Department Of Transportation And Rhea
County For The FY 2024 Litter Pick Up And Prevention
Education. -Jim Vincent

10. ELECTION OF NOTARY

11. COUNTY EXECUTIVE'S REPORT

12. COUNTY ATTORNEY REPORT

13. COMMISSIONER COMMENTS

14. ADJOURNMENT

RESOLUTION NO. _____

RESOLUTION TO ALLOCATE THE SUM OF \$17,500.00 TO FUND NINE FISHING TOURNAMENTS TO BE HELD IN RHEA COUNTY DURING THE JULY – DECEMBER 2023 SEASON FROM THE HOTEL MOTEL TAX FUND

WHEREAS, the Legislative Body of Rhea County, Tennessee has determined that it is beneficial to the citizens of Rhea County to allocate the sum of \$17,500.00 to fund nine fishing tournaments to be held in Rhea County during the July-December 2023 season, all from the Hotel Motel Tax Fund; and

WHEREAS, the sum of \$17,500.00 for the nine fishing tournaments shall be specifically used for the following:

<u>DATE</u>	<u>NAME</u>	<u>LOCATION</u>	<u>HOST FEE</u>	<u>BOATS</u>	<u>COMP DAYS</u>
08/11	Hobie Tourn of Champ	Dayton Boat Dock	\$ 5,000	200	3
09/02	Fish the Chick	Dayton Boat Dock	\$ 1,000	50	1
10/07	Giant Bass Open	Dayton Boat Dock	\$10,000	100	2
10/14	TN BassNation HS Reg.	Dayton Boat Dock	\$ 2,500	150	1
10/20	Team Fishing Circuit	Dayton Boat Dock	\$ 4,000	60	2
*10/22	Rhea Alliance	Dayton Boat Dock	\$ 0	30	1
11/11	TN Team Trail Champ.	Dayton Boat Dock	\$ 7,500	150	2
*10/21	Rhea Alliance	Piney River Ramp	\$ 0	30	1
11/05	Hobie BOS College Champ	Piney River Ramp	\$ 5,000	200	2

(*There is no Host Fee for this tournament and is listed for informational purposes only.)

TOTAL \$17,500.00

WHEREAS, the Legislative Body has determined that these events will promote or provide a traditional governmental activity or otherwise fulfill a public purpose; and

WHEREAS, the Legislative Body has determined that this event meets statutorily permissible expenditures from the Hotel Motel Tax Fund; and

WHEREAS, the Legislative Body has determined that it is in the best interest of the citizens and residents of Rhea County, Tennessee to provide this funding; and

NOW THEREFORE, BE IT RESOLVED, by the Legislative Body of Rhea County, Tennessee, that the sum of \$17,500.00 shall be allocated to fund nine fishing tournaments as set forth hereinabove, all from the Hotel Motel Tax Fund.

PASSED AND ADOPTED by the Rhea County Board of Commissioners, this ____ day
of _____, 20__.

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE DONATION OF A RHEA COUNTY FIRE DISTRICT VEHICLE TO THE CITY OF SODDY DAISY FIRE DISTRICT

WHEREAS, the Rhea County Fire District has a 1972 FORD D80, VIN D80CVP14272 that is no longer needed for county fire fighting purposes and is available to be declared surplus; and

WHEREAS, pursuant to T.C.A. §12-2-420 Rhea County is permitted to convey property no longer needed for public use to other political entities without public sale; and

WHEREAS, the Legislative Body has determined that it is in the best interest of Rhea County to convey the title of the 1972 FORD D80, VIN D80CVP14272 to the City of Soddy Daisy Fire District, this vehicle being the very first fire truck originally owned by the City of Soddy Daisy Fire District and will be used for their Fire District Museum; and

NOW THEREFORE, BE IT RESOLVED, that the Legislative Body of Rhea County, Tennessee, does hereby authorize the conveyance of the title for a 1972 FORD D80, VIN D80CVP14272 to the City of Soddy Daisy, Tennessee Fire District.

Duly passed and approved this ____ day of _____, 20__.

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING HOMELAND SECURITY GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF MILITARY,
TENNESSEE EMERGENCY MANAGEMENT AGENCY AND RHEA COUNTY**

WHEREAS, Rhea County desires to accept an agreement from the State of Tennessee, Department of Military, Tennessee Emergency Management Agency for dates beginning 09/01/2022 and ending 04/30/2025; and

WHEREAS, this agreement will provide an allocation of \$17,951.05.00; and

WHEREAS, this funding will be used for funding of training, exercises, planning and equipment purchases allowable under the FFY 2022 Homeland Grant Program; and

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Rhea County, Tennessee does hereby authorize such contract agreement and upon receipt of the fully executed contract will expend these funds for training, exercises, planning and equipment purchases allowable under the FFY 2022 Homeland Grant Program, pursuant to the terms of said Grant Contract between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency and Rhea County, Tennessee.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this ____ day of _____, 2023.

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk



GOVERNMENTAL GRANT CONTRACT

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

Begin Date	End Date	Agency Tracking #	Edison ID		
09/01/2022	04/30/2025	34101-18723			
Grantee Legal Entity Name			Edison Vendor ID		
RHEA COUNTY			2742		
Subrecipient or Recipient		Assistance Listing Number 97.067			
<input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		Grantee's fiscal year end June 30th			
Service Caption (one line only)					
HOMELAND SECURITY GRANT PROGRAM FEDERAL FISCAL YEAR 2022					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2023		17,951.05			17,951.05
TOTAL:		17,951.05			17,951.05
Grantee Selection Process Summary					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection					
<p>This contract is in the best interest of the State. State agencies and Tennessee counties are eligible recipients. Each of Tennessee's ninety-five counties is assigned to one of eleven Homeland Security Districts, all of which participate in the State Homeland Security Grant Program. The Homeland Security Council meets with the Governor to recommend allocations. The Homeland Security Council is briefed on the grant specifics and determines allocations of funding to Homeland Security Districts based on population, risk and need. Funds are allocated to the State's eleven Homeland Security Districts. Each District Council determines the projects and the associated funding to each county within the District based on that predetermined need and risk. The specific criteria used in making award determinations are risk and effectiveness of use of funds and correlation with the State of Tennessee's Homeland Security Strategy. Risk, need and vulnerability are determined by the Department of Homeland Security (DHS), in concert with the Federal Bureau of Investigation (FBI) and the Central Intelligence Agency (CIA). Effectiveness of use is determined by the collective leadership of the Homeland Security Council and the eleven Homeland Security District Councils.</p>					
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.				<i>CPO USE - GG</i>	
Speed Chart (optional)		Account Code (optional)			
		71301000			

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

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" or the "Grantor State Agency" and Rhea County, hereinafter referred to as the "Grantee," is for the provision of pass-through funding by the United States Department of Homeland Security, Homeland Security Grant Program, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2742

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 Agreement.
- A.2. All Federal Fiscal Year (FFY) 2022 Homeland Security Grant Program (HSGP) Grantees are required to submit an investment justification, consistent with the investments approved for Tennessee by the U.S. Department of Homeland Security (DHS), that provides background information, strategic objectives and priorities addressed, their funding/implementation plan, and the anticipated impact of each proposed investment. As part of the FFY 2022 HSGP investment justifications, Grantees are required to establish specific outcomes pursuant to the target capabilities set forth by the State's Homeland Security Strategy, and associated with their proposed investments.
- A.3. It shall be understood by the Grantee that each Grant Contract funded from the FFY 2022 HSGP will be in compliance with the FFY 2022 HSGP Guidance and the State of Tennessee's Homeland Security Strategy.
- A.4. The Grantee agrees to be responsible for the sustainment of previously established homeland security efforts, as well as FFY 2022 projects. The Grantee further agrees that the federal funds received through this agreement will be used to supplement, but not to supplant any funds for local governments.
- A.5. The Grantee agrees to comply with the financial and administrative guidelines as established by the regulations entitled "Uniform Administrative Requirements, Cost Principles and Audit Requirements" (colloquially referred to as the "Super Circular") now found in Volume 2 of the C.F.R. (specifically, 2 C.F.R. part 200).
- A.6. The Grantee supports the implementation of State Homeland Security Strategies by addressing the identified planning, equipment, training and exercise needs required to prevent, respond to, and recover from acts of terrorism. In addition, the Grantee agrees to comply with the implementation of the National Preparedness Goal and the National Response Framework (NRF).
- A.7. The Grantee will comply with the Cash Management Act and understands that no federal funds received by the Grantee may be invested in an interest-bearing account.
- A.8. The Federal Award Identification Worksheet shall be included as a part of this grant contract and designated as Attachment 2.

B. TERM OF CONTRACT:

- B.1. This Grant Contract shall be effective for the period beginning on September 1, 2022 ("Effective Date") and ending on April 30, 2025, ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Federal Preaward Authority. The Parties acknowledge that the State has the power to expend funds under this Grant Contract in accordance with applicable federal preaward authority. Federal preaward authority is a system under which recipients of federal grant money may incur certain project costs before the final approval of a federal grant and may retain eligibility for subsequent reimbursement after grant approval. The payment obligations of this Grant Contract may be predicated wholly or in part on the State's exercise of federal preaward authority. By accepting the terms of this Grant Contract, the Grantee acknowledges the following:
- a. With regard to the Grantee's activities prior to the Effective Date of this Grant Contract, only those activities which meet all of the following requirements shall be considered for reimbursement:
 - (1) Activities that are reasonably related to the Scope of Services;
 - (2) Activities in whose absence the Scope of Services could not be completed or performed; and
 - (3) Activities that meet the relevant federal agency's requirements for reimbursement under federal preaward authority.
 - b. The Grantee understands the federal preaward authority system and its relation to this Grant Contract.
 - c. Preaward authority is not a legal or implied commitment that the work contemplated in this Grant Contract will be approved for federal assistance or that a federal agency will obligate funds. Furthermore, it is not a legal or implied commitment that all items undertaken by the Grantee will be eligible for inclusion in a federally funded project.
 - d. It is the Grantee's responsibility to ensure its own compliance with the policies and requirements of the relevant federal agency with regard to the goods or services contemplated in this Grant Contract. The Grantee assumes all risk and is responsible for ensuring that all conditions are met to retain eligibility for federal reimbursement via grant.
 - e. To the extent that this Grant Contract is funded through federal preaward authority, the State's obligations under Section C of this Grant Contract shall be void in the event that any of the following occur:
 - (1) the Grantee fails to comply with the grantor federal agency's policies and regulations;
 - (2) the relevant federal agency fails or refuses to finalize a grant; or
 - (3) the relevant federal agency refuses to reimburse specific expenses incurred under preaward authority.
 - f. The start date of the State's federal preaward authority is September 1, 2022.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed seventeen thousand nine hundred fifty-one dollars and 05/100 (\$ 17,951.05) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Tennessee Emergency Management Agency
 Homeland Security Program
 3041 Sidco Drive
 Nashville, TN 37204

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

- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-item: Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not increase total Grant Budget amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any increase in the total Grant Budget amount shall require a Grant Contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 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:

Gary Baker, Homeland Security Grant Program Supervisor
 Tennessee Emergency Management Agency
 3041 Sidco Drive
 Nashville, TN 37204
gary.baker@tn.gov
 Telephone #: (615) 741-7037
 FAX #: (615) 741-4173

The Grantee:

Jim Vincent, County Executive
 Rhea County
 375 Church Street, Suite 215
 Dayton, TN 37321
rheamayor@rheacounty.org
 Telephone #: (423) 775-7801
 FAX #: N/A

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

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

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

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

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or

condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's

contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

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

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

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

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall

inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

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

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Compliance with Title VI of the Civil Rights Act of 1964. The Grantee agrees to comply with the provisions contained in Title IV of 1964 Civil Rights Act (42 U.S.C. 2000d), and any federal regulations specific to the funding of this grant. The Grantee further agrees to complete and return a self-compliance report as provided by the Grantor.
- E.3. The Grantee shall provide a drug-free workplace pursuant to the "Drug-Free Workplace Act," 41 U.S.C. §§ 8101 through 8106, and its accompanying regulations.
- E.4. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable

during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.

- E.5. Compliance With National Incident Management System (NIMS). The Grantee will be in compliance with NIMS Standards established by the U.S. Department of Homeland Security and the Federal Emergency Management Agency authorized by Homeland Security Presidential Directive 08 (HSPD-08). The Grantee agrees that it has met NIMS compliance standards. The Grantee further agrees to complete within the announced suspense date the NIMS Implementation yearly survey.

IN WITNESS WHEREOF,

RHEA COUNTY:

Jim Vincent *5/18/23*

 GRANTEE SIGNATURE DATE
 JIM VINCENT, COUNTY EXECUTIVE

 PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:

 WARNER A. ROSS, II, BRIGADIER GENERAL DATE
 THE ADJUTANT GENERAL, MILITARY DEPARTMENT

<p>I certify that this entity meets Civil Rights Title VI compliance.</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Date</p> <p><small>Reviewed by Dept. of Military Civil Rights Title VI Officer</small></p>

ATTACHMENT 1

Page 1

GRANT BUDGET				
RHEA COUNTY: HOMELAND SECURITY GRANT PROGRAM 2022				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable Period: BEGIN: 09/01/2022 END: 04/30/2025				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	17,951.05	0.00	17,951.05
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	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	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	17,951.05	0.00	17,951.05

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/finance/looking-for/policies.html>).

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

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

ATTACHMENT 1

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
FUNDING OF TRAINING, EXERCISES, PLANNING AND EQUIPMENT PURCHASES ALLOWABLE UNDER THE FFY 2022 HOMELAND GRANT PROGRAM	17,951.05
TOTAL	17,951.05

ATTACHMENT 2

Federal Award Identification Worksheet

Subrecipient's name (must match name associated with its Unique Entity Identifier (SAM))	Rhea County
Subrecipient's Unique Entity Identifier (SAM)	G61XDDVNMS74
Federal Award Identification Number (FAIN)	EMW-2022-SS-00053-S01
Federal award date	09/02/2022
Subaward Period of Performance Start and End Date	09/01/2022-08/31/2025
Subaward Budget Period Start and End Date	09/01/2022-08/31/2025
Assistance Listing number (formerly known as the CFDA number) and Assistance Listing program title.	97.067 Homeland Security Grant Program
Grant contract's begin date	09/01/2022
Grant contract's end date	04/30/2025
Amount of federal funds obligated by this grant contract	17,951.05
Total amount of federal funds obligated to the subrecipient	17,951.05
Total amount of the federal award to the pass-through entity (Grantor State Agency)	4,847,500.00
Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA))	HSGP 2022
Name of federal awarding agency	U.S. Department of Homeland Security
Name and contact information for the federal awarding official	Christopher Patrick Logan, GPD Assistant Administrator FEMA-GPD 400 C Street, SW, 3 rd Floor Washington, DC 20472 Telephone #: (866) 927-5646
Name of pass-through entity	Department of Military, Tennessee Emergency Management Agency
Name and contact information for the pass-through entity awarding official	Gary Baker, Homeland Security Grant Program Supervisor Tennessee Emergency Management Agency 3041 Sidco Drive Nashville, TN 37204 gary.baker@tn.gov Telephone #: (615) 741-7037
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	N/A

RESOLUTION NO. _____

RESOLUTION DESIGNATING A FLOODPLAIN ADMINISTRATOR

WHEREAS, it is the desire of the Legislative Body of Rhea County to minimize dangers due to periodic flooding which could result in loss of life an property, health and safety, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which would adversely affect the public health, safety and general welfare of the residents of Rhea County; and

WHEREAS, based upon the topography of Rhea County, local waterways can become covered by floodwater during a flood thereby causing stormwater runoff and flood events that may cause alterations in the floodplain in certain areas of the county; and

WHEREAS, in order to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas, it is necessary to restrict or prohibit uses which are vulnerable to flooding or erosion hazard and to prevent or regulate and control filling, grading, dredging and other development which may increase flood damage or erosion; and

WHEREAS, a Floodplain Administrator is necessary for oversight of corrective and preventive measures to reduce flood and erosion damage and preserve natural habitat and wildlife resources in flood prone areas within the county; and

WHEREAS, the Board of County Commissioners for Rhea County desires to appoint Jimmy Vincent, Jr. to serve as the Floodplain Administrator for Rhea County, Tennessee; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Rhea County that Jimmy Vincent, Jr. shall be and is hereby appointed to serve as the Floodplain Administrator for Rhea County, Tennessee.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this ____ day of _____, 20__.

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk

RESOLUTION NO. _____

**RESOLUTION DESIGNATING AN ADA COORDINATOR IN COMPLIANCE WITH
THE AMERICANS WITH DISABILITIES ACT (ADA)**

WHEREAS, the Board of Commissioners for Rhea County, Tennessee has previously designated an ADA Coordinator and posted a notice reflecting this individuals contact information, in compliance with Title II of the Americans with Disabilities Act (ADA); and

WHEREAS, based upon the current vacancy in that position, the Board of County Commissioners for Rhea County deems it necessary to appoint a new ADA Coordinator; and

WHEREAS, the Board of County Commissioners for Rhea County desires to appoint Jimmy Vincent, Jr. to serve as the ADA Coordinator for Rhea County and to post a notice of his contact information in compliance with Title II of the Americans with Disabilities Act (ADA);

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Rhea County that Jimmy Vincent, Jr. shall be and is hereby appointed to serve as the ADA Coordinator for Rhea County, Tennessee and his contact information shall be posted accordingly.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this _____ day of _____, 20____.

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk

RESOLUTION NO. _____

RESOLUTION DESIGNATING AN OSHA/TOSHA ADMINISTRATOR

WHEREAS, the Tennessee Occupational Safety and Health Administration (TOSHA) works with local OSHA/TOSHA Administrators to improve occupational safety and health through enforcement of the general industry, construction and agricultural occupational safety and health standards in the workplaces; and

WHEREAS, based upon the current vacancy in that position, the Board of County Commissioners for Rhea County deems it necessary to appoint an OSHA/TOSHA Administrator; and

WHEREAS, the Board of County Commissioners for Rhea County desires to appoint Jimmy Vincent, Jr. to serve as the OSHA/TOSHA Administrator for Rhea County, Tennessee; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Rhea County that Jimmy Vincent, Jr. shall be and is hereby appointed to serve as the OSHA/TOSHA Administrator for Rhea County, Tennessee.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this _____ day of _____, 20____.

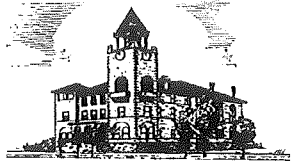
APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk



RHEA COUNTY COURTHOUSE, 1925

Jim Vincent
RHEA COUNTY EXECUTIVE
1475 Market Street, Suite 301
Dayton, TN 37321
rheamayor@rheacounty.org

Phone (423) 775-7801
Fax (423) 775-5553
Cell (423) 605-2592

Monday, June 5, 2023

Rhea County Commissioners,

At the request of the Watts Bar Utility District, I am appointing the following to the Board of Commissioners.

Robert Johnson whose term will expire on July 9th, 2027.

Please read the above into the minutes of the Rhea County Commission meeting on June 30th, 2023.

Respectfully,

Jim Vincent

RESOLUTION NO. _____

**A RESOLUTION TO APPOINT MEMBERS TO
THE RHEA COUNTY LIBRARY BOARD**

WHEREAS, the Board of Commissioners for Rhea County has established the Rhea County Library Board; and

WHEREAS, the Board of County Commissioners for Rhea County deems it necessary to appoint members to the Rhea County Library Board for terms expiring June 30, 2023; and

WHEREAS, the Board of County Commissioners for Rhea County has recommended that the following residents serve as members of the Rhea County Library Board until the term expires:

<u>Geographic Area</u>	<u>Member</u>	<u>Term Begins:</u>	<u>Term Expires:</u>
Graysville/Dayton	Richard Daugherty	July 1, 2023	June 30, 2026
Spring City	Crystal Giles	July 1, 2023	June 30, 2026

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Rhea County that the Rhea County Library Board member as set forth hereinabove shall be appointed and shall serve until their term expires.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this _____ day of _____, 20____.

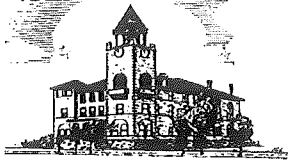
APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk



RHEA COUNTY COURTHOUSE, 1925

Jim Vincent
RHEA COUNTY EXECUTIVE
1475 Market Street, Suite 301
Dayton, TN 37321
rheamayor@rheacounty.org

Phone (423) 775-7801
Fax (423) 775-5553
Cell (423) 605-2592

Fiscal Strength and Efficient Government Fiscal Confirmation Letter
2023-2024 ThreeStar Program requirements

Date: _____

This document confirms that Rhea County has taken the following actions in accordance with the requirements of the ThreeStar Program:

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

County Audit Committee

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

Minutes of this meeting and a list of members have been included as documentation of this agenda item.

Debt Management Policy

This is an acknowledgement that the Debt Management Policy of Rhea County is on file with the Office of the Comptroller of the Treasury and was reviewed with the members of the Rhea County Commission present at the meeting held on the ___ day of _____.

Minutes of this meeting have been included as documentation of this agenda item.

Annual Cash Flow Forecast

This is an acknowledgement that prior to the issuance of debt an annual cash flow forecast was prepared for the appropriate fund and submitted to the Comptroller's office and was reviewed with the members of the Rhea County Commission present at the meeting held on the ___ day of _____.

Minutes of this meeting have been included as documentation of this agenda item.

Confirmation of Documented Internal Controls Requirement

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

Acknowledged this ___ day of _____, 20__.

County Mayor/Executive Name

Signature

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING CONTRACT BETWEEN THE SOUTHEAST
TENNESSEE DEVELOPMENT DISTRICT AND RHEA COUNTY
FOR FY2024 AND FY2025 FOR THE SUM OF \$15,125 PER FISCAL YEAR**

WHEREAS, Rhea County desires to enter into a contract agreement with the Southeast Tennessee Development District; and

WHEREAS, this contract agreement will begin July 1, 2023 and will end June 30, 2025 for the sum of \$15,125 per fiscal year; and

WHEREAS, Southeast Tennessee Development District (SETD) provides the services of professionally trained planning advisors who confer with the local planning commission, board of zoning appeals, and other local officials with respect to the local government's land use planning program as more fully set out in the Contract Agreement attached herewith as "Exhibit "A"; and

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Rhea County, Tennessee does hereby authorize the Contract Agreement between the Southeast Tennessee Development District and Rhea County for FY2024 and FY2025 for the sum of \$15,125 per fiscal year for services as set forth in Exhibit "A" attached herewith.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this _____ day of _____, 2023.

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk

Exhibit A

A CONTRACT BETWEEN THE SOUTHEAST TENNESSEE DEVELOPMENT DISTRICT

AND

RHEA COUNTY

PROVIDING FOR LOCAL PLANNING ADVISORY SERVICES

This **CONTRACT**, entered into as of the first day of July 2023, by the Southeast Tennessee Development District (SETD), an agency composed of member governments in Southeast Tennessee, and Rhea County, Tennessee, hereafter known as the COMMUNITY or Local Government.

Contract Agreed Upon Annual Base Rate for FY2024 & FY2025: \$15,125 AMOUNT Per Fiscal Year

I. FINDINGS & DECLARATIONS

- A. Tennessee Code Annotated §13-14-101 and its following sections establish a delineation of regions deemed viable to the economic development of the state, and allow creation of development districts for these regions, encompassing one (1) or more counties or parts of counties, so they are conducive to efficient planning and orderly economic development of the state.
- B. Tennessee Code Annotated §13-14-101 and its following sections established the Southeast Tennessee Development District (SETD), a public body on behalf of the counties of Bledsoe, Bradley, Grundy, Hamilton, McMinn, Marion, Meigs, Polk, Rhea, and Sequatchie and all incorporated municipalities and metropolitan governments located within these counties.
- C. SETD is empowered, among other duties, "to receive and expend funds from any sources for regional staffing, research, planning, coordination, economic development, demonstration projects and other activities deemed necessary to promote the efficient, harmonious economic development of the region."
- D. Rhea County requests the SETD provide planning advisory services, and agrees to appropriate the necessary funds for these services, and may renegotiate this contract at any time to include additional services above the base rate.

II. CONTRACT

In consideration of these findings and declarations and other valuable considerations, the parties agree as follows:

- A. During the twenty-fourth month period beginning July 1, 2023, and ending June 30, 2025, SETD agrees to furnish the services of professionally trained planning advisors who will confer with the local planning commission, board of zoning appeals, and other local officials with respect to the local government's land-use planning program. Planning services may include the following:

1. Staff attendance at no more than one (1) planning commission meeting each month, one (1) board of zoning appeals (BZA) meeting each month, and other planning functions. It is encouraged, where practical, to hold BZA hearings and planning commission meetings on the same day. Additional meetings will be discussed, and in some cases, covered at no additional charge provided they are not held on a continuing basis. Work sessions sometimes held prior to planning commission meetings are also included under this contract, provided the work session takes place during regular business hours or on the date of a scheduled Planning Commission or BZA hearing. Confirmation of quorum must be established at least twenty-four (24) hours prior to a scheduled meeting in order to have a staff planner present at the meeting. Assurance of a quorum can be done by simply having members respond to the email invitation containing the agenda with notice of their plans to attend or not. Meetings occurring after regular business hours should be limited to a maximum of two (2) hours.
2. Preparing amendments and minor updates to land use controls for adoption, implementation, and enforcement by local community officials, including but not limited to zoning ordinances, subdivision regulations, floodplain management regulations, and other land use controls. In addition, SETD planning staff will provide advisement to local officials on matters of interpretation and enforcement of said land use controls. The creation of brand new land-use regulations and major re-writes of existing land-use regulations are very time consuming and may require an additional cost that would be negotiated between SETD and the community.
3. Assistance to communities for Design Review Regulations and/or Historic Zoning is NOT included as part of this contract and would require a separate negotiated contract amount and amendment to this contract for these additional services.
4. Assist with developing and reviewing the planning commission's long-range work program, Public Chapter 1101 Growth Management Plans and amendments, and other land-use planning studies and documents. SETD may assist the community in procuring a consultant for drafting new comprehensive planning documents and long-range plans, and work with the consultant in the development of the plans. However, entire plans to be drafted by SETD staff would be considered to be outside the base rate of this contract, and would require a contract amendment at a negotiated rate and dependent upon staff availability due to the complexity and tremendous amounts of time needed to complete these plans and conduct public input meetings. Other long-range planning documents completed solely by SETD staff, such as recreation plans, capital expenditure plans, facilities plans, etc. may also require a contract amendment at a negotiated rate. *For communities that do not require the assistance of planners at their planning commission meetings, these items may be covered under this contract without the need for an amendment or additional fees.* The completion of documents, maps, studies, and plans of services for annexations are included in the base rate for up to two (2) annexations per year.
5. Reviewing, and preparing staff recommendations for site plans, subdivision plats, variance requests, zoning map amendments, and other development proposals. SETD planning recommendations are considered advisory only; local communities and their appropriate representatives have the sole authority to enforce their ordinances and regulations.

While our staff are able to provide sound advice based on research, investigations, reviews, and legal research, we do not supplement or replace the need for legal opinions when needed from the local government's legal counsel.

6. Providing access to the resources of a regional office including mapping services, geographic information systems support, and planning-related research.
7. Providing training for planning commissioners, board of zoning appeals members, and local administrators.
8. Advising and providing assistance on matters relating to state, federal, and regional programs that affect planning and implementation for local governments.

Any additional services outside of the scope of services listed above may be considered depending on the nature of the desired services and SETD capacity. Any activities requiring additional compensation above and beyond this local planning assistance contract, as determined by SETD, must be agreed upon mutually by the COMMUNITY and SETD and will be attached as an amendment to this contract for basic services.

B. Responsibilities of the COMMUNITY Under This Contract:

1. The drafting of official meeting minutes are the responsibility of the community by either a Planning Commission or BZA member or a person appointed to take minutes by the community.
2. SETD can prepare public notices for public hearings as required to amended zoning ordinances, zoning maps, and subdivision regulations, but the community shall be responsible for placing these advertisements in the appropriate public places, websites, and newspapers as required by state and local law and with the proper number of days' notice.
3. SETD will send out electronic copies of all meeting documents, recommendations, and agendas to members via email, but mailed documents and printed materials for both the members and the public shall be the responsibility of the local government.
4. Digital recordings of official meetings, audio/visual equipment, and live streaming or broadcasting shall be the sole responsibility of the local government.
5. It is the responsibility of the local government to return copies of signed ordinances, resolutions, and other legally approved documents to SETD staff in a timely manner to ensure local land-use regulations and zoning maps are maintained and kept up-to-date. By signing this contract, the local government will not hold SETD responsible for any legal issues that arise from inaccurate information, legal documents, ordinances, or maps involved in maintaining an updating land-use regulations and maps.
6. While SETD does provide review and recommendations on floodplain regulations and the review of site plans and subdivision plats for compliance with floodplain regulations, it is the responsibility of the local government's floodplain administrator to ensure development complies with these regulations, requires the proper documentation through building permits and/or elevation certificates, does the required inspections of the development pre- and post-construction, and will review all necessary engineering plans and submitted changes to the floodplain areas through LOMAs, LOMA-Rs, and LOMC.

- C. For the purpose of providing funds necessary to carry out the provisions of this contract, **IT IS AGREED** that the chief legislative body will pay to the SETD the sum of **\$15,125** annually, payable in total upon the effective date of this contract, or in annual installments, due and payable on the first day of each fiscal year. Rhea County hereby authorizes the SETD to apply on their behalf for eligible funds from State sources to supplement the planning contract anytime funds are available.
- D. Within each twelve (12)-month period from July 1 to June 30, and upon request by the community, SETD may provide two (2) oversize copies of the zoning map or any other community map up to 36" x 44" in size. After the initial two (2) copies, additional printed copies of any document over 11" x 17" will be provided at \$30.00 per copy. It should be noted most of our community mapping is now hosted online with interactive maps being available to the public at www.sedev.org/planning. Planning fees help to cover the cost of hosting these online maps, documents, and webpages for our communities.
- E. Either party may terminate this Contract by giving written notice to the other party specifying the date of termination, at least ninety (90) days before the termination date. Upon termination of the Contract, the obligation of the SETD to conduct and carry on the program agreed to under this Contract shall cease, and the financial obligation of the chief legislative body as described in this Contract above shall likewise cease. If prepayment has been made by the chief legislative body, SETD will determine, by prorating, the amount to be refunded.
- F. This Contract is for a period of twenty-four (24) months. After the initial twelve months, the contract will automatically renew for another year unless notice of termination is given as provided for in Section E above. Local governments are under no obligation to continue SETD planning services beyond the dates specified in this contract.
- G. In all matters relating to the performance of this contract, the SETD Executive Director acts for the SETD, and the Mayor acts for Rhea County, Tennessee.

The parties execute this contract through their duly authorized representatives.

FOR THE SOUTHEAST TENNESSEE DEVELOPMENT DISTRICT

By:  Date: 5/18/2023
 Chuck Hammonds, SETD Executive Director

FOR Rhea County

By: _____ Date: _____
 County Executive Jim Vincent

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING VIOLENT CRIME INTERVENTION FUND (VCIF)
PROGRAM COMPETITIVE COLLABORATIVE ENHANCEMENT GRANT
BETWEEN THE STATE OF TENNESSEE, OFFICE OF CRIMINAL JUSTICE
PROGRAMS AND RHEA COUNTY GOVERNMENT**

WHEREAS, Rhea County desires to accept an agreement from the State of Tennessee, Office of Criminal Justice Programs for the fiscal years July 1, 2023 through June 30, 2025; and

WHEREAS, this agreement will provide an allocation of \$1,924,250.00; and

WHEREAS, this funding will be used for administering Violent Crime Intervention Fund (VCIF) funds for the improvement of the criminal justice system, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES"; and

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Rhea County, Tennessee does hereby authorize such contract agreement and upon receipt of the fully executed contract will expend these funds in developing and implementing evidence-based strategies to combat violent crime pursuant to the terms of said Grant Contract between the State of Tennessee, Office of Criminal Justice Programs and Rhea County, Tennessee.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this ____ day of _____, 2023.

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date 7/15/2023		End Date 6/30/2024		Agency Tracking # -	Edison ID
Grantee Legal Entity Name Rhea County Government					Edison Vendor ID 2742
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Assistance Listing Number: N/A			
		Grantee's fiscal year end: June 30			
Service Caption (one line only) VCIF, Competitive Collaborative Enhancement Grant					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
FY24	\$1,924,250.00				\$1,924,250.00
FY25					
FY26					
TOTAL:	\$1,924,250.00				\$1,924,250.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		The Competitive Selection process utilized was as per the DGA.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
Speed Chart FA00003518		Account Code County - 71301000			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
OFFICE OF CRIMINAL JUSTICE PROGRAMS
AND
RHEA COUNTY GOVERNMENT**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Finance and Administration, Office of Criminal Justice Programs, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Rhea County Government, hereinafter referred to as the "Grantee," is for the provision of administering Violent Crime Intervention Fund (VCIF) funds for the improvement of the criminal justice system, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 2742

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 comply with and perform all services, functions, and/or requirements as stated in the grantee's application under which this Grant Contract is awarded, and that is hereby incorporated into this Grant Contract as Attachment A, attached hereto.
- A.3. The Grantee shall comply with all reporting requirements described in the Grantee's application, in correspondence from the Office of Criminal Justice Programs, and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>.
- A.4. The Grantee shall comply with all other requirements described in the Grantee's application and in the Office of Criminal Justice Programs Administrative Manual located on the website at <https://www.tn.gov/finance/office-of-criminal-justice-programs/ocjp/ocjp-grants-manual.html>. The Grantee agrees to comply with any changes in requirements made in the manual and/or identified in correspondence from the Office of Criminal Justice Programs.
- A.5. The purpose of the Violent Crime Intervention Fund (VCIF) program is to provide support to local law enforcement in developing and implementing evidence-based strategies to combat violent crime.
- a. Program priorities include but are not limited to:
1. Evidence-informed interventions that are shown to have demonstrated impact on violent crime within the community;
 2. Equipment and technology purchases that enhance local law enforcement agencies' ability to safety and effectively prevent and address violent crime;
 3. Coordinated projects that engage community partners in identifying and implementing interventions to address violent crime; and
 4. Training and technical assistance.
- b. The grantee shall be required to:
1. Submit annual reporting to the Office of Criminal Justice Programs of required outputs, performance measurement data, and deliverables for their project; and
 2. Retain inventories and other records of purchases made and services provided using grant funds.
 3. Disclose any subcontract, grant agreement or contract to a local government or nonprofit and adhere to the quarterly reporting requirements to include information identifying the name and location of each grant or contract recipient, the amount of the grant or contract and the purpose for which the funds are used. This quarterly report will be provided by OCJP to the Speakers of each House of the General Assembly, the Chairs of the Finance, Ways and Means Committees of the Senate and the House of Representatives and the Office of Legislative Budget analysis.

A law enforcement agency receiving a grant is authorized to enter into a grant agreement or contract with a local governmental agency or a third-party nonprofit organization to provide programs and services; provided, that a nonprofit organization must have at least five (5) years' experience in providing programs and services focused on violent crime intervention and those programs and services must be evidence-based or research-based (as defined in Tennessee Code Annotated, Section 37-5-121) and accompanied by monitoring and quality control procedures that ensure that such programs and services are delivered according to applicable standards.

c. Any change in terms or conditions will require a contract amendment.

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 or exhibits (excluding the items listed at subsections b. and c., below);
- b. the State grant proposal solicitation as may be amended, if any;
- c. the Grantee's proposal (Attachment A) incorporated to elaborate supplementary scope of services specifications.

B. TERM OF CONTRACT:

B.1. This Grant Contract shall be effective on 7/15/2023 ("Effective Date") and extend for a period of Eleven (11) months and Sixteen (16) days 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 One Million Nine Hundred Twenty Four Thousand Two Hundred Fifty Dollars (\$1,924,250.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment A-1 for fiscal year 2024, 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 Finance and Administration
 Office of Business and Finance
 Attention: Invoicing
 312 Rosa L. Parks Avenue, Suite 2000
 Nashville, TN 37243
OBF.Grants@tn.gov

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Finance and Administration, Office of Criminal Justice Programs.
 - (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 vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by Section C of this Grant Contract, the Grantee shall refund the difference to

the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.

- b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. 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 Department of Finance and Administration Policy Statement 03 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. Notwithstanding the foregoing, when administering a Federal or State grant, the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs may contract with an entity for which a current employee of the State of Tennessee is providing criminal justice or victim service related professional services including training for allied professionals as an employee or independent contractor of the entity outside of his/her hours of state employment, provided that such outside employment does not violate applicable law, the state agency's policies, or create a conflict of interest.
- 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:

Ben Weinstein, Program Manager
 Department of Finance and Administration
 Office of Criminal Justice Programs
 312 Rosa L. Parks Avenue, Suite 1800
 Nashville, Tennessee 37243-1102
 Email: Benjamin.Weinstein@tn.gov
 Telephone # (615) 687-7061

The Grantee:

Jamie Gravitte, Grants Coordinator
 Rhea County Sheriff's Department
 7800 Rhea County Highway
 Dayton, Tennessee 37321
 Email: jgravitte@rheacountytn.gov
 Telephone # (423) 618-5439

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 such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law. At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).

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

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

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's

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

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its *pro rata* share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five hundred dollars (\$500.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

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

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

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

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

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

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

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

- D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance

and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Transfer of Contractor's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer of restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.
- E.3. Counterpart Clause: This agreement may be executed in two or more dated counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same effective instrument.
- E.4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. If applicable and as required by 2 CFR 200.216, Grantee is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, Section 889, "covered telecommunications equipment" is as follows:
- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - c. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E.5. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any

threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.6. Capital Asset. The Grantee shall:

- (a) Use one or more vehicles, equipment, or facilities ("Capital Asset") acquired under this Grant Contract only for the purposes and the manner set forth in the Grantee's application.
- (b) Certify at the beginning of each calendar year, that the Capital Asset acquired under this Grant Contract is still being used in accordance with the terms and provisions of this Grant Contract.
- (c) Pay all fees on the Capital Asset acquired through this Grant Contract, including but not limited to title and registration fees.
- (d) Be responsible for all costs and expenses related to the operation, maintenance, and repair of the Capital Asset acquired through this Grant Contract.
- (e) Provide licensed drivers, as required by the Tennessee Department of Safety and Homeland Security, for operation of all vehicles or equipment received under this Grant Contract.
- (f) Carry insurance on Capital Assets sufficient to cover the State interest, and the Federal interest if applicable, in the Capital Asset.
 1. If the Grantee is governed by the Tennessee Governmental Tort Liability Act (Tenn. Code Ann. § 29-20-101 et seq.), then the following insurance coverage is required:
 - a) Bodily injury or death of any one person in any one accident, occurrence or act at a minimum of \$300,000.00 per person.
 - b) Bodily injury or death of all persons in any one accident, occurrence or act at a minimum of \$700,000.00 per accident.
 - c) Injury to or destruction of property of others in any one accident at a minimum of \$100,000.00.
 2. If the Grantee is not governed by the Tennessee Governmental Tort Liability Act, then the following insurance coverage is required:
 - a) Personal Injury Liability – minimum of \$300,000.00 per person and \$1,000,000.00 per incident.

- b) Property Damage Liability – minimum of \$300,000.00 per incident.
 - c) Comprehensive – maximum deductible of \$500.00.
 - d) Collision – maximum deductible of \$500.00.
 - e) Uninsured Motorist – minimum of \$50,000.00 per person and \$100,000.00 per incident.
3. Additionally, if applicable, the Grantee shall comply with the provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), with respect to any project activity involving construction or an acquisition having an insurable cost of \$10,000.00 or more.

This insurance shall be in effect at all times while the Capital Asset is used for public transportation services or service vehicle purposes in operations. The Grantee shall furnish the State with evidence of such insurance at the time the Capital Asset is delivered to the Grantee and annually on the anniversary date of the delivery of the Capital Asset. Upon demand by the State, the Grantee shall provide proof of insurance at any time during the term of useful life of the Capital Asset.

- (g) Ensure that any vehicles received under this Grant Contract will comply with the Federal Motor Vehicle Safety Standards ("FMVSS") as established by the United States Department of Transportation.
- (h) Ensure that any Capital Asset received under this Grant Contract shall be used for not less than the useful life, except with the State's prior written approval. The useful life of all Capital Assets purchased under the Grant Contract is as listed in the grant document filed with the Federal Transit Administration ("FTA"). Upon reaching the expiration of the useful life of the Capital Asset, the State may ask the Grantee to provide written notice to the State.

IN WITNESS WHEREOF,

RHEA COUNTY GOVERNMENT:

GRANTEE SIGNATURE

DATE

Jim Vincent, County Executive

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF FINANCE AND ADMINISTRATION:

JIM BRYSON, COMMISSIONER

DATE

OFFICE OF CRIMINAL JUSTICE PROGRAMS

FUND SOURCE VCIF
OCJP JAG Priority Area

Required Information on Authorizing Agency:		Implementing Agency:	
Name: Rhea County Government		Name: Rhea County Sheriff's Department	
Federal ID Number (FEIN): 62-6000800		Address: 7800 Rhea County Highway	
DUNS Number:		Dayton, TN 37321-	
SAM Expiration Date:			
Fiscal Year End Date: June 30			
Will You Have Any Subcontracts? Yes			
Project Title: Competitive Collaborative Enhancement Grant			
AUTHORIZED OFFICIAL - Contact Information			
(Name, Title, and Complete Mailing Address)		Phone Number:	E-Mail Address:
Jim Vincent, County Executive		(423) 775-7801	rheamayor@rheacounty.org
1475 Market Street		EXT:	
Suite 301			
Dayton, 37321			
PROJECT DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address)		Phone Number:	E-Mail Address:
Jamie Gravitte, Grants Coordinator		(423) 618-5439	jgravitte@rheacountytn.gov
7800 Rhea County Highway		EXT:	
Dayton, 37321			
FINANCIAL DIRECTOR - Contact Information			
(Name, Title, and Complete Mailing Address)		Phone Number:	E-Mail Address:
Jodi Pendergrass, Deputy Finance Director		(423) 775-7803 ext. 1	pendergrassj1@rheacounty.org
375 Church Street		EXT: 135	
Suite 200			
Dayton, 37321			
County/Countries Served (Type ALL if Statewide):			
Rhea			
U.S. Congressional District(s): 4			

**Competitive Collaborative Enhancement Grant - Scope of Services
Violent Crime Intervention Fund Grant
FY 2023-2025**

*This scope template is for agencies applying for **Competitive Collaborative Enhancement** funding, which is intended to support **regional/multijurisdictional collaborative projects** that involve **at least TWO** law enforcement agencies.*

*While this funding requires at least **TWO** law enforcement agencies to partner on the proposed project, the **grant contract and subsequent funds must run through one city/county law enforcement agency**. Subcontracts are allowed, as detailed in the Solicitation.*

*All VCIF applicants are **strongly encouraged** to work closely with the University of Tennessee Institute for Public Service to access training and technical assistance in crafting this application.*

APPLICANT AGENCY NAME: RCSD/DPD/E-911 Technology & Communication Collaboration

A. CRIME DATA, PROBLEM STATEMENT, AND TARGET POPULATIONS

Discuss the nature and magnitude of the problem(s) to be addressed by the proposed funding. This should be based on current data from reliable sources that describe in detail the most pressing issues.

- A.1. Describe the unique **REGIONAL/MULTIJURISDICTIONAL violent crime** issue(s) your agency and your collaborative partners are experiencing. Please include regional data and information (population, demographics, violent crime statistics) from the other law enforcement partners you intend to collaborate with in addressing these violent crime issues. Sources should include Tennessee Incident Based Reporting System (TBIRS) data, local law enforcement data, and local court data, among others.

This grant proposal is a collaborative initiative between Rhea County Sheriff's Department (RCSD), the Dayton Police Department (DPD), and the Rhea County E-911 Emergency Dispatch Center. The initiative seeks to provide the collaborating agencies with equipment and new technology to help us in our response to violent crime instances in our jurisdiction.

The Rhea County Sheriff's Department has approximately 83 employees including administrative personnel, jail staff, and deputies. The Sheriff's department generally answers anywhere from 33,000 to 35,000 calls or more for service each year.

The Dayton Police Dept. currently employs 18 certified officers and two civilian employees. The Dayton Police Department receives 10,000 to 12,000 service calls per year.

The Rhea County E-911 Emergency Communications Center employs 19 full time personnel and receives and dispatches nearly 100,000 calls annually. This dispatch center processes all emergency and non-emergency service calls for the entire county. They receive and dispatch service calls for all law enforcement agencies in our county, fire/rescue agencies, EMT, utility outages, the local Emergency Management Agency, and provides dispatching services to the TVA Watts Bar nuclear facility which is also in Rhea County.

Rhea County's current population is 33,196. Rhea County is the 44th most populated county in the state of Tennessee out of 95 counties. According to the U.S. Census Bureau, the county has a total area of 336 square miles of which 315 square miles is land and 21 square miles is water. We have three municipalities within our county: Dayton, which is the county seat, Spring City, and Graysville. Within Rhea County we have ten separate schools ranging from pre-K to high school and multiple daycare facilities. We also have several factories and manufacturing plants scattered throughout the county that bring their workers to both city and county jurisdictions on daily basis 24 hours a day.

In terms of violent crime statistics for this proposal, the following data will be a combination from both the RCSD and DPD.

We have seen an increase over the past few years in crimes of a sexual nature for both adults and juvenile victims, including rape, sodomy, sexual assault, fondling, and human trafficking. Crimes involving theft, burglary, and drug violations are all on pace to reach or exceed last years' totals for both departments.

Based on 2020 TIBRS Data from the Tennessee Bureau of Investigation, combined crime statistics from the Rhea County Sheriff's Department and the Dayton Police Department combined violent crime offenses over all for the two agencies there were 400 violent crimes reported. This number is a combination of aggravated/simple assault, domestic violence cases, crimes of a sexual nature and burglaries. Both agencies have clearance rate of nearly 60% in these violent crime instances.

The three agencies involved in this proposal have identified two areas that this grant funding would benefit our county and our response to violent crime.

The first aspect to this proposal is based on implementing new forensic technology in the form of pole cameras and License Plate Reader (LPR) technology for strategic surveillance at the most travelled intersections in the county. This technology would be a welcome addition to our investigative capabilities, allowing us to track violent crime offenders through the county and helping investigators track down suspects. It would assist in the identification of suspects and provide video evidence that could be used to make arrests and ensure convictions in court once the suspects are caught.

The second aspect is communication-based and looks to upgrade the dispatch capabilities at our E-911 center by replacing the dispatch computer consoles and focusing on officer/deputy communication equipment in the field through P25 encryption compliant portable and mobile in-car radios for law enforcement officers and deputies in the RCSD and DPD. We also are looking to update the 5 computer dispatch consoles at the E-911 center to compliment the communications upgrades the law enforcement agencies are seeking with this proposal and the formula grant funding. These computer consoles act as the main hub between our dispatchers and their ability to communicate with our officers. They consist of all the equipment such as headsets, monitors, microphone, switches and main operating computer for each console, along with all the software that will provide current technology to our dispatch center and enable them to provide reliable dispatching services to all our first responder agencies.

In this case, the existing communication equipment such as the dispatch computer consoles and radio equipment that we are currently using is very outdated and deemed mostly obsolete by the manufacturers. This puts us in a position where we are unable to make repairs or fix problems if they arise in the equipment and would force us to do without until budgets would allow us to replace the units. The funding that we are seeking would allow us to upgrade this crucial communication equipment at one time, instead of over a long period, ensuring a smoother transition from the old equipment to the newer technology.

This program on a whole, if funded, would be on a county wide scale, providing new technology, investigative abilities, and communication equipment and capabilities to nearly every first-responder agency in our county. It would allow us to move past outdated and obsolete radio equipment, providing our agencies and officers with safe and reliable communication equipment that would serve our community for years to come.

- A.2. Based on the information provided above, please identify which target crime types, victim types, and/or other regional issues of particular interest VCIF enhancement funding will help to address.

The communication equipment and technologies that we are looking to purchase and implement will target all crime types, all victim types, and areas of special interest within our entire county and will benefit not only the collaborative partners in this proposal, but it also has the potential to benefit other law enforcement agencies in our county and surrounding area. Specifically, this proposal is requesting funds for two separate areas to help us in our response to violent crime in our county and address certain trends that have made us aware of how new technologies can assist us.

Regarding the communications part of our proposal, both the RCSD and DPD are each in the process of upgrading existing radio equipment in the form of portables radios carried by our officers and deputies and mobile in-car radios which are installed in the field vehicles that will be P25 encryption compliant. The radios currently being used by both departments are older models and deemed obsolete, making repair or replacement impossible. Reliable radios and communications are crucial to effective law enforcement, whether the officer is investigating an instance of violent crime or responding to an active situation such as a domestic assault in progress or an active shooter where lives are at risk. In response to our needing upgraded radios, Rhea County E-911, also needs to upgrade their computer console systems, which are also older systems not able to be repaired or replaced, for reliable communication between our dispatchers and officers. The upgraded dispatch computer console systems will offer our dispatch center updated technology that will complement the upgraded radio systems for our officers. The added benefit of these computer consoles is that every first responder and emergency management agency in the county will benefit from the installation and use of the new systems.

Communication between responding officers, dispatchers, or outside assisting agencies can many times be the difference between a tragic resolution to an incident of violent crime involving lost lives or an incident where everyone involved, including victims, suspects, bystanders and officers, are able to walk away safely. Reliable communication equipment with current technology is essential in the law enforcement world today and without these funds, our officers will be without this equipment for the foreseeable future.

The second part of this proposal focuses on new technology that the DPD/RCSD would like to implement in our county. License Plate Reader (LPR)/Pole Camera systems have proved themselves invaluable recently in tracking violent crime suspects through communities, offering vehicle and suspect descriptions, directions of travel as suspects leave the scene of a crime, providing evidence to be used in court to secure convictions, or even offer real time video surveillance of an on-going situation where information could be relayed back to responding officers. Currently when our investigators are looking for this type of evidence, they are forced to guess at direction of travel for suspects and ask businesses for permission to view their security cameras, an often time consuming endeavor, hoping for a bit of footage that will help them. These new systems will eliminate that and give clear video surveillance of strategically selected intersections in our county, allowing not only video but LPR systems that can identify stolen vehicles and tags that have been entered into NCIC for any number of reasons, including Amber Alerts, Silver Alerts, kidnappings, or missing persons.

A.3. Please briefly describe any obstacles or issues your agency has experienced with addressing these issues previously. How will VCIF funding help your agency to mitigate those obstacles?

The biggest obstacle our departments face when trying to implement any type of program to enhance our ability to serve our citizens is funding. Small departments like ours still need equipment to operate and that equipment and new initiatives are expensive. Annual budgets leave little room for new technology implementation and large technology upgrades like the ones outlined in this proposal. The funding that is offered in this grant solicitation will allow our county to purchase and take advantage of LPR and pole camera technology and make huge upgrades to county wide communications capabilities. Without these funds, these upgrades and new technology initiatives will most definitely be out of our reach for several years.

B. PURPOSE

State the goals, objectives, and activities of the project. Describe the factors or strategies required to conduct activities and to achieve its goals and objectives.

*For a list of Goals, Objectives and Activities please see the **VCIF Abstract**. You are strongly encouraged to work with UTLEIC to determine which goals, objectives, and activities are appropriate for your project.*

Goal 1: Provide new technology to enhance our ability to respond to violent crime in our area.

Objective 1.1: Improve the ability of both agencies to aid in investigations, real-time monitoring, and evidence gathering by purchasing and installing LPR/Pole Camera systems at strategically located intersections throughout our county.

Activity 1.1.1: Work with state vendors to obtain quotes and purchase LPR/Pole Camera systems.

Activity 1.1.2: Install and implement the camera systems for use by the collaborating partners.

Goal 2: Improve communication and radio systems for the RCSD and DPD.

Objective 2.1: Upgrade obsolete portable and mobile radios with up-to-date technology to provide agencies with reliable communication equipment.

Activity 2.1.1: Work with state vendors and procure updated radios systems that are P25 encryption compliant as required with VCIF funding.

Activity 2.1.2: Issue and install radios systems for use by the RCSD and DPD.

Goal 3: Improve communication equipment and capabilities at the Rhea County E-911 Emergency Communications Dispatch Center.

Objective 3.1: Upgrade all existing and obsolete dispatch computer consoles that are currently in use and replace them with current up-to-date technology.

Activity 3.1.1: Work with vendors to procure new dispatch computer consoles.

Activity 3.1.2: Install and implement the new dispatch communication equipment at the Rhea County E-911 Emergency Dispatch Center.

C. COLLABORATION

*VCIF Competitive Collaborative Enhancement Funds are intended to support regional/multijurisdictional collaborative violent crime intervention projects that involve **at least TWO law enforcement agencies.***

C.1. Name **each partner law enforcement agency** that your agency intends to formally collaborate with as part of this Enhancement project.

The three agencies that will be collaborating in this grant proposal are the Rhea County Sheriff's Department and Sheriff Mike Neal, the Dayton Police Department and Chief Tracy Blevins, and the Rhea County E-911 Emergency Communications District and Director Shane Clark.

C.2. Describe the role that **each partner law enforcement agency** will play in your collaborative regional/multijurisdictional violent crime strategy, including the resources each agency will commit to the strategy.

The following will be the roles and responsibilities of each partnering agency in this collaborative grant proposal:

Rhea County Sheriff's Department

- Lead agency for this initiative
- Will oversee the bidding process, purchase, and installation of LPR/ Pole Cameras and the purchase of the P25 encryption compliant mobile and portable radio units
- Will oversee spending of funds, implementation of equipment, reporting, record keeping
- Provides manpower in the form of Project Director. The assigned Project Director is Jamie Gravitte.
- Sharing data from the use of pole cameras/ LPR Systems

Dayton Police Department

- Maintain inventory of radios received from Rhea County Sheriff's Department
- Partner/Assist in record keeping and monitoring
- Assist in report writing with Project Director Jamie Gravitte as needed

- Sharing data from the use of pole cameras/ LPR Systems
- Assist in any other capacity or provide additional resources as needed to ensure successful completion of this initiative

Rhea County E-911

- Oversees the procurement and installation of dispatch consoles in the dispatch center
- Maintain inventory/records of equipment obtained by the program provided by Rhea County Sheriff's Department
- Assist in any other capacity or provide additional resources as needed to ensure successful completion of this initiative

Each agency will also be responsible in setting up their own individual monitoring station for the LPR/Pole Cameras within their respective department as they feel necessary.

- C.3. If your agency intends to pass any VCIF grant funds through to these collaborative law enforcement partner agencies (subcontract), please explain that below, including the amount of funds and the purpose.

There will be no funds passed through to the partner agencies or subcontracts in this grant proposal.

- C.4. Please include Letters of Support for **each partner law enforcement agency** your agency plans to collaborate with on this Enhancement project.

Letters of support from all three collaborative partner agencies in this enhancement project are included in this proposal.

- C.5. Describe any partnerships with community-based (nonprofit) partners that your agency plans to employ for the purposes of this project, please attach copies of any current formal agreements (MOUs) and/or Letters of Support.

There will be no other formal collaboration agreements with other agencies except those included in this funding proposal in terms of equipment purchases or activities. We do, however, intend on continuing our cooperation with our other surrounding local law enforcement and first responder agencies and look at this proposal for LPR/Pole Camera systems and intersection surveillance and communication equipment to improve our ability to communicate reliably with not only the collaborative partners in this initiative, but the other local agencies in our area in instances of violent crime enforcement where inter-agency communication and intelligence sharing is crucial.

D. PROJECT DESIGN & IMPLEMENTATION TIMELINE:

For the specific expenses listed in your budget (training, salary, equipment, subcontract/professional fee, etc.) please answer the following questions:

- D.1. How will this resource be deployed/used by your agency?

These resources will be used among multi-jurisdictional agencies in Rhea County.

Using license plate readers and the use of pole cameras strategically located throughout the county, the collaborating agencies will be able to view and monitor the selected intersections in real time and be able to share and communicate information to other agencies quickly, further improving the response time to solving violent crimes and generate evidence to help in investigations involving violent crime. In anticipation of this grant funding, the collaborating agencies have already selected 10 possible intersections in our county that would serve this initiative the best, covering the entire county on Hwy. 27 which runs the length of Rhea

County acting as a main thoroughfare between Chattanooga and Knoxville and is traveled by tens of thousands of vehicles daily. The remaining areas of coverage focus on the main travel ways in/out of our county, Hwy. 60, Hwy. 30 and Hwy.68. These travel ways lead into and out of our jurisdiction to Meigs, Hamilton, Bledsoe, Cumberland and Roane counties. History has shown us that many crimes take place in these other counties, bringing suspects into our jurisdictions, or suspects who commit crimes in Rhea County flee to these surrounding counties. These systems would allow us the opportunity to follow these suspects in real time or obtain video footage that would yield suspect and vehicle descriptions, giving investigators valuable information in solving crimes and obtaining convictions. This proposal will equip each on the 10 selected intersections with one LPR each for a total of 10 for the entire project.

The battle against crime is a difficult one and is never ending. There are always threats to be handled by law enforcement agencies, and those agencies need to have as many tools as possible on their side in order to stay safe while protecting the public. One of the best new tools is the ability to track the movement of criminals, obtain suspect description, or gather valuable video evidence is through innovative LPR/Pole Camera systems that we are looking to implement in our county to help us respond to incidents of violent crime.

License Plate Recognition is one of the most powerful tools now available to law enforcement agencies. These systems can identify vehicles that may have warrants associated with them, and they provide a force multiple for agencies by increasing officer efficiency. LPR technology continues to advance and is better equipped than ever to support law enforcement and help save lives and protect property.

The communication equipment and radio systems we are looking to purchase with these grant funds will help speed up suspect information and descriptions, allow deputies and officers the ability to speak to our dispatch center in areas where the older technology we use now doesn't due to low signal strength, we can update responding units concerning tactical issues to better coordinate our response, or to relay victim to injury updates to dispatch and responding EMS units to make sure victims get the help they need.

The current radio equipment utilized by the collaborating agencies is considered obsolete and is no longer supported by the manufacturers. This means that the updates to more current technology that we are requesting for the DPD and RCSD to our radios systems, and the dispatch computer consoles for Rhea Co. E-911 are crucial in our response to violent crime in our area, how we serve our community, and keep our first responders safe through reliable equipment that they can depend on when lives are at stake.

We believe that these systems can go hand-in hand with each other, allowing our law enforcement agencies and dispatch center the unprecedented access to real-time information that will be valuable in active situations, or delayed video surveillance that would be valuable in an investigatory capacity, while allowing us the capability to communicate with each other on reliable, upgraded radio and dispatch technology.

The collaborating agencies in this initiative are determined to weave the upgrades to existing radio equipment and dispatch capabilities with new technology in the LPR/Pole Camera systems into one cohesive program to improve our response to violent crime in our community and improve our ability to serve our citizens.

The Rhea County Sheriff's Department is acting as the lead agency in this collaboration, so all funding and equipment purchases will be conducted by them, and all equipment will be inventoried and distributed by the Grant Director to the collaborating agencies.

The following is a potential allotment breakdown of how the communication, radio equipment, and LPR/Pole Camera systems will be issued and utilized by the collaborating agencies:

Rhea County Sheriff's Department

The RCSD will be issued 95 portable radios and 63 mobile in-car radio systems. This will complete their entire departmental radio upgrade program. The portable radios will be issued at the discretion of Sheriff Neal to all department personnel and the mobile radios will be installed in RCSD vehicles. All radios purchased with VCIF funding will be P25 encryption compliant.

The RCSD will be responsible for the procurement, installation, and maintenance of the LPR/Pole Camera systems throughout the county. This includes housing all the required back-end systems needed for the proper operation of the equipment. The RCSD will have access to all the monitoring/surveillance capabilities provided by these systems. This includes:

- ACC7 LPR Lane License
- Standard Service Plans
- System Setup and Programming
- Server and Camera Warranty
- Equipment and labor costs
- AI NVR Premium Server 128 TB
- ACC7 Enterprise Camera Channel
- CAT6 Direct Burial Wire
- LPR/Pole Camera Equipment for 10 Intersections (adapters and covers).

The RCSD will cover any additional costs related to monitoring stations within their department and personnel access.

Dayton Police Department

The DPD will be issued 25 portable radios and 5 mobile in-car radio systems. This will complete their entire departmental radio upgrade program. The portable radios will be issued at the discretion of Chief Blevins to all department personnel and the mobile radios will be installed in DPD vehicles. All radios purchased with VCIF funding will be P25 encryption compliant

The DPD will assist in the procurement, installation, and maintenance of the LPR/Pole Camera Systems as needed or requested by the RCSD and the project director. The DPD will have access to all the monitoring/surveillance capabilities provided by these systems.

The DPD will cover any additional costs related to monitoring stations within their department and personnel access.

Rhea County E-911 Emergency Communications Dispatch Center

Rhea County E-911 will be issued the 5 dispatch computer consoles and will be responsible for their installation and implementation in their facility. They will be issued 5 portable radios and 7 mobile in-car radio systems. This will complete their entire departmental radio upgrade program. The portable radios will be issued at the discretion of Director Clark to any department personnel necessary and the mobile radios will be installed in Rhea Co. E-911 vehicles. All radios purchased with VCIF funding will be P25 encryption compliant.

The E-911 Dispatch Center will cover any additional costs related to monitoring stations within their department and personnel access.

- D.2. List any staff you plan to hire and/or subcontracts your agency intends to utilize to implement your Goals, Objective, and Activities listed above. Please provide JOB DESCRIPTIONS as separate attachments to this Scope.

No additional staff will be hired as part of this grant proposal.

- D.3. Describe how your agency will implement the activities funded by VCIF – provide detail as to how the equipment, staff, training, subcontracts, and other items **listed on your budget** will enable or enhance the Goal(s), Objectives, and Activities listed above.

If awarded these funds, the lead agency will within the first few months of contract execution begin working with vendors to obtain bids and move forward to place the orders for the portable and mobile radios,

dispatch computer consoles, and LPR/Pole Camera systems. In many cases, this process won't be very time consuming as it can be handled between the time of grant submission and awarding to speed the process up. In addition to this, the collaborative agencies will work towards completing the MOU for this initiative and getting it approved by their respective councils and boards.

Regarding the portable and mobile radios, we will begin the installation of the mobile units into our vehicles as fast as possible, this will take some time given the number of radios needed to complete the communication upgrade for the DPD and RCSD, but we feel confident that it will move relatively quickly. The portable radios require no installation to be put into use, only to be inventoried by the lead agency and distributed to the other collaborative agencies, and then issued to the officers and deputies, implementing their use in the field as soon as possible. The procurement and installation of the dispatch computer consoles will be overseen by the Rhea County 911 Emergency Dispatch Center and will happen in conjunction with the radio upgrades, again speeding along the progress of the initiative.

The process to obtain and install the LPR/Pole Camera systems will take the longest to complete, but initial meetings that have already taken place, estimate a timeline of 6-8 months to complete after they are ordered. Once the new technology part of our proposal is installed and put into use, the program will move out of the procurement and installation phase and move into the final implementation phase, allowing us to take full advantage of the upgrades and new technology these funds will provide. If awarded, the LPR systems will be purchased off the State-wide contract as required with VCIF funding. Additionally, in compliance with Tennessee law concerning the placement of LPR systems, they will all be placed on the State right-of-way at each intersection.

D.4. What impact will this funding have on your agency's ability to respond to violent crime?

This funding and the communication upgrades and LPR/Pole Camera systems we are requesting will have a huge impact for our county and the collaborating agencies, improving their ability to respond to violent crime in our area. Moving past obsolete radio and dispatching technology will allow us the ability to communicate with each other in situations where time is crucial. Resolving violent crime incidents, especially when they are active emergency situations, requires constant communication between first responders who are relaying information to each other and to dispatchers and vice versa. The communication equipment when paired with the LPR/Pole Camera systems will help obtain suspect and vehicle information, descriptions, and locations and the upgraded radios will help us update responding units with new information; therefore providing us with the opportunity to better coordinate our response, relay victim injury updates to dispatch and allowing responding EMS units to make sure victims get the help they need.

While on the surface our request for radio systems and LPR/Pole Camera systems may seem disjointed we see an opportunity to show how these systems can complement each other, the monitoring and surveillance providing crucial information and evidence, and the update radios allowing us to get that information to where it needs to be with reliable technology.

Normally, these upgrades for the three collaborating agencies would take years complete through budget negotiations that are difficult to get approved, and rarely result in purchasing everything needed to complete upgrades or buy new technology during one single budget year. This process is frustrating but necessary for our agencies in our area with smaller budgets. These grant funds will speed each collaborating agencies respective upgrades up and provide us the opportunity to complete this entire initiative for the RCSD, DPD, and the Rhea County E-911 Dispatch Center at one time, which would be massive opportunity for our county.

Please edit the timeline below to include the **activities listed above**, according to **your specific project**:

Length of time	ACTIVITY	INDIVIDUAL RESPONSIBLE
30 days after contract execution	Engage with OCJP Technical Assistance Provider for ongoing support and training	Dir. Jamie Gravitte

2 months after contract execution	MOU's completed and signed by all collaborating agencies.	Dir. Jamie Gravitte
4-6 months after contract execution	Work with state contract vendors to obtain bids and quotes on the equipment and begin procuring the equipment outlined in this proposal.	Dir. Jamie Gravitte
12 months after contract execution	Procure the LPR/pole camera systems at the designated intersections. Procure all dispatch console systems at 911 center. Procure portable and mobile radios and issue them to RCSD, DPD, and Rhea Co. E-911 for distribution to deputies/officers for use in the field.	Dir. Jamie Gravitte
18 months after contract execution	Have installed the LPR/pole contract execution camera systems at the designated intersections. Install all dispatch console systems at 911 center. Install portable and mobile radios and issue them to RCSD, DPD, and Rhea Co. E-911 for distribution to deputies/officers for use in the field.	Dir. Jamie Gravitte
Report submission as required	Required benchmark and outcomes reporting	Dir. Jamie Gravitte
End of contract period	Submit program output report	Dir. Jamie Gravitte

E. OUTPUTS

E.1. The following performance measures will be reported as required. Please select the appropriate **OUTPUTS** from the **VCIF Abstract** and include **any additional Outputs your strategy will yield**:

- ___ (Number of ...)

The intended outputs from the project are:

- Purchase (5) Motorola Avtec Scout EX Dispatch Console
- Purchase APX (75)4500 Enhanced P25 Encryption Compliant Mobile Radio Units
- Purchase APX (125) 6000 P25 Encryption Compliant Portable Radio Units
- Purchase (10) LPR/Pole Camera Systems for intersection monitoring/surveillance

F. DATA COLLECTION AND INFORMATION SHARING

Describe the process utilized for collecting the data in OUTPUTS. Provide a detailed description along with what the role of each position is in the process. The process should include a system in place that identifies violent crime trends within the region on an annual basis. Discuss how the agency has the capacity to generate statistical reports upon request that support the progress of program activities.

F.1. Describe how your agency plans to collect and use data on the violent crime interventions funded with this grant. Please include what method(s) of data collection your agency will utilize and how the information gathered will be used to improve programming over time.

Data collection for this funding proposal will focus on how the equipment is being used to serve our community and how well it serves the collaborative agencies in their respective responses to violent crime as well as the collaborative response. The RCSD and DPD will keep data on how the LPR/Pole Camera systems assist in their investigations and how much the new technology is accessed and how helpful it is. All the agencies involved will monitor the communication equipment that will be purchased, ensuring that it stays in proper working order and is installed and used appropriately. The Rhea County Sheriff's Department will collect all the support documentation (quotes, invoices, purchase orders, and checks that are issued as proof of purchase) involved in the purchase and installation of the radio systems, dispatch computer consoles, and LPR/Pole Camera systems that we plan to purchase if this proposal is funded. All this documentation will be collected and kept in the grant program file by the program director and will be used as needed for any reporting that is required.

Violent crime data and all other statistical data concerning crime trends in Rhea County, as well as closure rates, will continue to be generated and provided to TIBRS by all the collaborative agencies. We will continue to use this data as well as in-house records to evaluate how this equipment helps us to respond to incidents of violent crime. As collaborating partners, we can use this equipment to tailor our responses to violent crime incidents under specific circumstances. Obviously, using this equipment for time delayed investigations will be crucial, but we are interested in seeing how these radio upgrades and LPR/Pole Camera technology will come into use during active ongoing situations, such as in-progress car thefts, active suspect tracking, and missing or endangered persons.

F.2. Describe how you will work with your collaborative partner(s) to track activities and outputs, as well as the impact of those violent crime interventions over time. How will your collaborative team use that information to improve programming?

Tracking the activities and progress for this initiative will be a priority for all the collaborating partners. In order to track these activities and grant outputs as the initiative moves toward completion, the partners have agreed to monthly meetings during this phase to ensure that all timelines are met, chart the progression of purchases and installations, and to make sure any issues or complications get dealt with as soon as possible during this part of the program. These monthly meetings will consist of the Program Director, the head of each collaborating agency, and any other department personnel or vendors who need to be present to ensure the initiative will reach completion and all equipment and technology gets purchased and installed. This phase is projected to take approx. 6-8 months.

Once the program reaches the phase where all the equipment and technology is installed and being used by each collaborating agency, the meeting schedule will become quarterly, with each agency submitting reports as to how these interventions involving the communications equipment and the new technology are working, how often the LPR/Pole Camera systems are being used and what they are being used for, including statistical data to show their effectiveness in response to violent crime in our county.

We understand that with new technology comes a learning curve that we will need to overcome. Time and usage will allow us to become more comfortable with these systems and their capabilities. Recognizing this, the quarterly meetings will not only focus on the circumstances that these new systems are being used, but will also act as training sessions, when each agency can come together and share their experiences with the new technology, teaching each other in order to get the most out of this entire initiative. These quarterly meetings will consist of the Program Director, the head of each collaborating agency if needed, personnel from each department who are actively using the LPR/Pole Camera systems, and any other personnel who need to be present to ensure our county and communities are getting the most benefit possible from the upgraded communication equipment and innovative technology that these grants funds will provide for us.

G. ACCOUNTABILITY

G.1. Describe how this funding will have long term impact on the violent crime in your region.

The long-term benefits of this funding and its impact on violent crime in our county will come from the continued use of the equipment, both the LPR/pole camera systems for additional surveillance and investigative aspects and the communication equipment and radios, that that the funding allows us to purchase.

Radios and communication equipment are the most used tool for a law enforcement officer and must be reliable with up-to-date technology, and will go together with current and reliable technology at our dispatch center. This equipment will be used for nearly every on every call for service in our county on a 24 hour a day basis, including traffic stops, violent crime incidents, and investigations conducted by each agency. With this funding it will help each deputy and officer communicate better and provide and more efficient flow of information between them and other agencies, helping us provide a safer county for the citizens we serve.

The LPR and pole camera systems have a potential lifespan of nearly a decade so the service they can provide to our agencies will be invaluable to violent crime investigations, intelligence gathering, and tracking real time incidents for our officers when suspect descriptions, locations and response times are crucial.

G.2. Include information on how enhanced collaborations, improved investigations, and newly fostered community relationships will be sustained.

This funding proposal for the purchase of LPR/Pole Camera systems, communication equipment, and radios and their use in our county will foster and build relationships within our community, with our citizens, with collaborating partners in this initiative, and all the other first responder agencies in Rhea County who will benefit from this program. The equipment and technology will also allow us to better partner with other local law enforcement agencies through faster and more reliable communications and will also help with intelligence gathering and surveillance as we assist each other in violent crime investigations through information gathered from the LPR/Pole Camera systems, we can also assist each other in situations that are ongoing when information sharing could be crucial in saving lives or putting a suspect in custody.

While the three collaborating partners have already built partnerships and trust over the years by serving our community and helping each other, this program will connect them in a way that would not be possible without the approval of the funding proposal. The updated communication technology, radios and monitoring/surveillance systems will link us together, allowing our officers and dispatchers reliable communicate equipment through radios and dispatch systems and can relay information from the cameras systems to officers who are in the field needing reliable intelligence. Investigators can share video and evidence with other agencies, allowing for more intelligence gathering capabilities for not only our county, but surrounding counties as well. This program, if funded, will benefit all first responder agencies in our county, helping us build important relationships that we can use to better serve our community.

Once we can put these communication and camera systems in place and begin to utilize them, our citizens will see their impact also through increased arrests for violent crime incidents because the LPR/Pole Camera systems have allowed our investigators to identify a suspect vehicle or suspect faster. They will see a more focused law enforcement response to our service calls because of our increased communication capabilities both in field and at our dispatch center. This program will obviously help us to communicate and share evidence and intelligence better when working together on violent crime incidents and further improving investigations but will also make our community a safer place which is always our goal.

With more updated and reliable technology of the communication and the LPR/Pole Camera systems it will show the community that we are doing everything in our power to close cases involving violent crimes, along with making our county safer and better protected. This will also build trust between agencies, making our officers and deputies safer, and help us see better results in our investigations.

G.3. Explain how your agency will ensure that the equipment purchased with VCIF funds will be used for its intended purpose in the future. Please specify the position at your agency that will be responsible for ensuring this.

The equipment we intend to purchase with these grant funds will provide our county with reliable and serviceable communication technology for the next 10-15 years. In terms of the new technology initiative with LPR/Pole Camera systems, this funding will provide us a strong foundation, allowing us to prove how beneficial this technology will be to us. This will make it easier to present upgrades, maintenance fees, and replacements costs in the future when it becomes necessary and grant funding has expired. Reliable communications and evidence gathering will always be vital in the performance of law enforcement officers' duties. We will always need to relay information and intelligence to other agencies and officers, especially in instances of violent crime when time is so crucial. This funding proposal will help us do our jobs better, keep our community and officers safer, and allow our agencies to implement new and updated technologies that would otherwise be outside of our reach.

In addition, all collaborative partners will implement, or develop as needed, appropriate policies and procedures for the use and storage of all equipment and data derived from the equipment. If needed the head of each collaborative agency will determine who, within their agency, will be responsible to developing and implementing these policies.

This grant will be monitored and overseen by the Rhea County Sheriff's Department Grant Coordinator/Director Jamie Gravitte. This position will be responsible for ensuring all the purchases are made within the proposal timeline and proper support documentation is collected and kept on file. The director will also be responsible for completing all reporting requirements that are involved in this grant.

GRANT BUDGET				
AGENCY NAME: Rhea Co. Sherriff's Dept.				
FUND SOURCE: VCIF				
SOLICITATION IDENTIFICATION TITLE: VCIF: Competitive Collaborative Enhancement Grant				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 07/15/2023 END: 06/30/2024				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes ²	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant & Award ²	\$471,137.00	\$0.00	\$471,137.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications ²	\$347,400.00	\$0.00	\$347,400.00
11, 12	Travel, Conferences & Meetings ²	\$0.00	\$0.00	\$0.00
13	Interest ²	\$0.00	\$0.00	\$0.00
14	Insurance ²	\$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	\$1,105,713.00	\$0.00	\$1,105,713.00
22	Indirect Cost ²	\$0.00	\$0.00	\$0.00
24	In-Kind Expense ²	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$1,924,250.00	\$0.00	\$1,924,250.00

- 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/ocip/Appendix_J_Policy_03_Report.xls)
- 2 Applicable detail follows this page if line-item is funded.

GRANT BUDGET LINE-ITEM DETAIL:

AGENCY NAME: Rhea Co. Sherriff's Dept.

FUND SOURCE: VCIF

SOLICITATION IDENTIFICATION TITLE: VCIF: Competitive Collaborative Enhancement Grant

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Mobile Radio Install Fees (75)	\$26,850.00
5 Motorola Avtec ScoutEX Dispatch Consoles Installation	\$125,999.00
LPR/Pole Camera Systems ACC7 LPR Lane License	\$39,200.00
LPR/Pole Camera Systems Standard Service Plan	\$105,000.00
LPR/Pole Camera Systems System Setup and Programming	\$7,700.00
LPR/Pole Camera Systems Server and Camera Warranty	\$39,000.00
LPR/Pole Camera Systems Equipment and Labor	\$127,388.00
TOTAL	\$471,137.00

SUPPLIES (includes "Sensitive Minor Equipment"), TELEPHONE, POSTAGE & SHIPPING, OCCUPANCY, EQUIPMENT RENTAL & MAINTENANCE, PRINTING & PUBLICATION	AMOUNT
75 Mobile In-Car Radios	\$347,400.00
TOTAL	\$347,400.00

CAPITAL PURCHASE	AMOUNT
LPR and Pole Camera Systems for 10 Intersections, including Adapters and Covers	\$103,663.00
LPR and Pole Camera Systems AI NVR Premium Server 128TB	\$47,809.00
LPR and Pole Camera Systems ACC7 Enterprise Camera Channel	\$7,120.00
LPR and Pole Camera Systems CAT6 Direct Burial Wire	\$23,120.00
125 Portable Radios (5515)	\$750,000.00
5 Motorola Avtec ScoutEX Dispatch Consoles	\$174,001.00
TOTAL	\$1,105,713.00

Instructions for Completing the Certification Forms

- Read the certifications thoroughly prior to completing the certification documents.
- Please ensure that the **Authorized Official** (the same person who signed the Grant Contract) signs each certification.
- Agencies should review the certifications to ensure they are completed in full with signatures and dates.
- Agencies should make a copy of the completed certifications and keep them in their agency grant file.
- Completed certification forms should be returned to OCJP along with the signed Grant Contract. Please return entire document - stand-alone signature pages will not be accepted.

Violent Crime Intervention Fund Equipment Certification

Pursuant to Title III-2 Item 3.5 to the Department of Finance and Administration, Office of Criminal Justice Programs, identified on page B-19 of the 2022-2023 Budget Document, the Violent Crime Intervention Fund (VCIF) shall be used for the sole purpose of providing grants to law enforcement agencies for violent crime intervention initiatives. All recipients of VCIF grants **shall certify to abide by the following requirements for all equipment, materials, technology, and other expenses funded in whole or in part with VCIF grant funds, at any point throughout the life of the grant.**

As an authorized representative of a law enforcement agency receiving a VCIF grant, I certify that this agency shall:

1. Have and maintain a current certification by the Tennessee Association of Chiefs of Police throughout the life of this grant and limit the use of all VCIF-grant funded equipment, materials, and technology only to those agency employees with active certification by the Tennessee Police Officer Standards and Training Commission (POST). 105 (see Schedule A).
2. Comply with all applicable federal and state laws (including, but not limited to, Federal Aviation Administration [FAA] and other Federal agency requirements, Tennessee Code Annotated, and State of Tennessee agency regulations and rules), including but not limited to TCA 39-13-609 specific guidance with regard to usage of unmanned aerial vehicles/drones (UAVs).
3. Have and maintain a current certification from the Tennessee Association of Chiefs of Police regarding its Use of Force and Duty to Intervene and Render Aid policies. The Agency must also comply with all applicable law regarding use of force and certification of use of force policies, including but not limited to TCAs 38-3-121, 38-8-101, 38-8-113, 38-8-127:130, and 40-6-105.
4. Comply with all local county/municipal government rules and ordinances governing procurement, use, inventory, and storage of the grant funded equipment and services purchased with grant funds.
5. Comply with all applicable agency policy, procedure, and protocol related to the acquisition, use, maintenance, or storage of the grant funded equipment and services, including developing and implementing policies and procedures required by state, federal, or local law or ordinance, and Schedule A of this certification.
6. Provide all employees training regarding appropriate use of VCIF-funded equipment prior to the use of such equipment.
7. Utilize all equipment, materials, technology, and other expenses funded in whole or in part with VCIF funds only for its expressed intended scope and purpose as outlined in Attachment A of the VCIF contract ("scope document") during the life of this grant and all extensions of the grant period.
8. Provide notice of any agency non-compliance with certifications number 1-7 above to the TN Department of Finance and Administration Office of Criminal Justice Programs (OCJP) via the contact information provided below immediately upon discovery of said non-compliance, and provide a detailed report outlining said non-compliance no later than 48 hours from discovery, unless an extension is granted to the Agency; **AND**

9. Provide notice of the death of any person related to the use of any grant funded equipment, program, or service to the TN Department of Finance and Administration Office of Criminal Justice Programs (OCJP) via the contact information provided below immediately upon discovery of said death and submit a detailed report outlining the circumstances surrounding said death no later than 48 hours from discovery unless an extension is granted to the Agency.

By my signature below I acknowledge that I have read and understand the requirements and obligations stated in this certification document including Schedule A and Attachment A to the VCIF contract and, as the duly Authorized Official for the agency, certify that the agency shall comply with all the stated requirements and obligations.

I further expressly acknowledge and agree that the agency is bound by the stated requirements and obligations now and unless stated otherwise above after the expiration of the VCIF funding contract and that these provisions form a material part of the consideration for the award of VCIF grant funds appropriated.

Name and Title of Authorized Official:

Name and Address of Authorizing Agency:

Authorized Signature of the Applicant Agency

Date

Schedule A – Agency Policies and Protocols for Certain VCIF-funded Equipment and Technology

Prior to the use of VCIF-Funded Equipment, Technology, or Services, the Agency shall have in place official Standard Operating Procedures (SOP) that specifically govern the following subject matter as outlined below:

1. **Training on Appropriate Use of VCIF-funded Equipment:** When developing the SOP outlining appropriate use of VCIF- funded Equipment, VCIF funded agencies should examine scenarios in which VCIF-funded equipment will likely be deployed, the decision-making processes that will determine whether such equipment is used, and the potential that both use and misuse of such equipment could create fear and distrust in the community. Protocols should consider whether measures can be taken to mitigate that effect (e.g., keep armored vehicles at a staging area until needed) and any alternatives to the use of such equipment and tactics to minimize negative effects on the community, while preserving officer safety.
2. **Supervision of Use:** The SOP must specify what constitutes appropriate supervision of personnel operating or utilizing VCIF-funded equipment. Supervision must be tailored to the type of equipment being used and the nature of the engagement or operation during which the equipment will be used. SOP must describe when a supervisor of appropriate authority is required to be present and actively overseeing the use of the equipment in the field.
3. **Effectiveness Evaluation:** The SOP must articulate that the requesting organization will regularly monitor and evaluate the effectiveness and value of VCIF-funded equipment to determine whether continued deployment and use is warranted on operational, tactical, and technical grounds. Requesting organizations should review after-action reports routinely and analyze any data on, for example, how often such equipment is used or whether such equipment is used more frequently in certain law enforcement operations or in particular locations or neighborhoods.
4. **Auditing and Accountability:** The SOP must include strong auditing and accountability provisions that state that the VCIF-funded agency personnel must agree to adhere to agency, state, local, tribal, territorial, and Federal law and policies associated with the use of VCIF-funded equipment and acknowledge and agree that they will be held accountable for failure to do so.
5. **Use of Force:** The SOP shall mandate compliance with Agency's Use of Force and Duty to Intervene and Render Aid policy when using VCIF-funded equipment.
6. **UAV Coordinator:** The SOP must delegate a UAV coordinator to develop and manage drone policies and procedures, update policies for compliance with federal, state, and local laws and regulations, and ensure operators are trained and certified. Specifically, the Coordinator must ensure that the agency complies with all registration and certifications administered by the FAA and all Certificates of Waiver or Authorization (COA) for specific UA activities; implements a prohibition on the intentional recording or transmission of images of any location where a person would have a reasonable expectation of privacy absent exigent circumstances, or a warrant; and implements a prohibition on weaponization of drones.
7. **Recordkeeping:** The SOP shall include a document and data retention requirement for all requests, authorizations, deployment use, maintenance, evidence, and data related to the acquisition, purchase, or use of all VCIF-funded equipment and technology that satisfies all applicable legal retention requirements.

Use of State Contracts for Law Enforcement Radios and License Plate Readers (LPR)

Equipment Purchase Certification

On behalf of the applicant entity named below, I certify the following to the Tennessee Department of Finance and Administration; Office of Criminal Justice Programs (OCJP):

I have personally read and reviewed the solicitation section entitled 4.1 "State Funding Program Requirements" subsection entitled 4.1.3 "Statewide Contracts and Cooperative Agreements" in the grant solicitation for the Violence Crime Intervention (VCI) Fund. I understand that LPRs are only allowable on State right-of-ways and require an application to be submitted to the TN Department of Transportation/TN Department of Safety and Homeland Security (with a copy submitted to OCJP). I certify our agency will comply with the purchasing of said items under the regulations outlined in the grant solicitation.

I acknowledge that a failure to comply with the purchasing requirements outlined in the solicitation regarding law enforcement radios and license plate readers will result in questioned costs associated for each item not in compliance and our agency will be required to reimburse the State for those costs incurred. I further understand the preference for other desired equipment to be purchased from state contract or cooperative agreement when applicable.

I have authority to make this certification on behalf of the applicant entity (that is, the entity applying directly to the Office of Criminal Justice Programs).

Name and Title of Authorized Official:

Name and Address of Authorizing Agency:

Authorized Signature of the Applicant Agency

Date

**Violent Crime Intervention Funds Subcontract
Reporting Certification**

As per Title III-2 Item 3.5 to the Department of Finance and Administration, Criminal Justice Programs, for Violent Crime Intervention Grants, and identified on page B-19 of the 2022-2023 Budget Document, shall be used for the sole purpose of providing grants to law enforcement agencies for violent crime intervention initiatives. As such, the Office of Criminal Justice Programs (OCJP) recipients of the Violent Crime Intervention Funds (VCIF) are required to disclose any subcontract, grant agreement or contract to a local government or nonprofit to OCJP and adhere to OCJP's quarterly reporting requirements related to that subcontract, grant agreement or contract to ensure compliance with the reporting requirements outlined in the budget document.

As a law enforcement agency receiving a VCIF grant, I acknowledge that any subcontract, grant agreement or contract entered into under my OCJP VCIF grant must comply with the following:

- Be with a local governmental agency or a third-party nonprofit organization to provide programs and services; provided, that a nonprofit organization must have at least five (5) years' experience in providing programs and services focused on violent crime intervention and those programs and
- Services must be evidence-based or research-based (as defined in Tennessee Code Annotated, Section 37-5-121) and
- Must be accompanied by monitoring and quality control procedures that ensure that such programs and services are delivered according to applicable standards.
- Prior to executing any subcontract, the law enforcement agency must have prior approval from OCJP and include appropriate language as required in the subcontract prior to executing said subcontract.

Additionally, I acknowledge that each law enforcement agency that approves a subcontract, grant agreement or contract with an agency of local government or a third-party nonprofit organization to receive VCIF shall provide a quarterly report to OCJP via the following link: https://stateoftennessee.formstack.com/forms/vcif_subcontract_reporting. The report will include information on the name and location of each subcontractor, grant recipient or contract; the amount of the contract and the purpose for which the funds are used. Reports are due to OCJP July 31st, October 31st, January 31st and April 31st. This quarterly report shall identify the name and location of each grant recipient, the amount of the grant, and the purpose for which the funds are used.

By my signature below I acknowledge I have read and understand the information in this certification and agree to comply with the requirements outlined within.

Name and Title of Authorized Official:

Name and Address of Authorizing Agency:

Authorized Signature of the Applicant Agency

Date

RESOLUTION NO. _____

RESOLUTION AUTHORIZING GRANT CONTRACT BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF TRANSPORTATION AND RHEA COUNTY FOR THE FY 24 LITTER PICKUP AND PREVENTION EDUCATION

WHEREAS, Rhea County desires to accept an agreement from the State of Tennessee for the fiscal year July 1, 2023 through June 30, 2024; and

WHEREAS, this agreement will provide an allocation of up to \$44,200.00; and

WHEREAS, this funding will be used for the Rhea County FY24 Litter Pickup and Prevention Education; and

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Rhea County, Tennessee does hereby authorize such contract agreement and upon receipt of the fully executed contract will expend these funds pursuant to the terms of said Grant Contract between the State of Tennessee, Department of Transportation and Rhea County, Tennessee.

PASSED AND ADOPTED by the Board of Commissioners of the County of Rhea, State of Tennessee, this ____ day of _____, 2023.

APPROVED:

Jim Reed, Chairman

Jim Vincent, County Executive

ATTEST:

Linda Shaver, County Clerk

 GOVERNMENTAL GRANT CONTRACT (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
Begin Date July 1, 2023		End Date June 30, 2024		Agency Tracking # 40100-50985	Edison ID 77530
Grantee Legal Entity Name RHEA COUNTY					Edison Vendor ID 0000002742
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient			Assistance Listing Number		
			Grantee's fiscal year end		
Service Caption (one line only)					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
24	\$44,200.00				\$44,200.00
TOTAL:	\$44,200.00				\$44,200.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection			An equitable funding distribution methodology based on the road miles and population within the county jurisdiction.		
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>CPO USE - GG</i>	
Speed Chart (optional) TX00311150		Account Code (optional) 71301000			

GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE DEPARTMENT OF TRANSPORTATION
AND
RHEA COUNTY
CONTRACT#Z24LIT072
PROJECT#72500-4024-04

This grant contract ("Grant Contract"), by and between the State of Tennessee, Tennessee Department of Transportation, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Rhea County, hereinafter referred to as the "Grantee," is for the provision of Scope of Service Caption, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000002742

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 participate in the TDOT Litter Grant Program by performing litter pickup and litter prevention education. The Grantee's expenditures shall be in accordance with the provisions of TCA 41-2-123(c) in order to be eligible for reimbursement. Requests for travel compensation must be pre-approved in writing by the State.
- A.3. Safety Requirements. The Grantee shall require persons working on or adjacent to the highway right-of-way to wear safety-colored vests and appropriate personal protective equipment. The Grantee shall also provide appropriate traffic control in work zone in accordance with the current Manual on Uniform Traffic Control Devices published by the Federal Highway Administration.
- A.4. Litter pickup and prevention education operations shall be conducted by the Grantee in accordance with program guidelines as listed in the current TDOT Litter Grant program manual, a copy of which is available from the Grantor State Agency upon request.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on July 1, 2023 ("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 Forty-Four Thousand Two Hundred Dollars (\$44,200.00) ("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:

TDOT Highway Beautification Office
 James K. Polk Building, Suite 400
 505 Deaderick Street
 Nashville, Tennessee 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 Transportation & Highway Beautification 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 vary from a Grant Budget line-item amount by up to one percent (1%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) 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 Department of Finance and Administration Policy Statement 03 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:

Mike McClanahan, Transportation Manager
Highway Beautification Office
James K. Polk Building, Suite 400
505 Deaderick Street
Nashville, Tennessee 37243
Michael.mcclanahan@tn.gov
Telephone # (615) 741-2877

The Grantee:

Jim Vincent, County Executive
 Rhea County Finance Dept.
 Rhea County
 375 Church St., Ste. 200
 Dayton, TN 37321
 rheamayor@rheacounty.org
 Telephone # 423-775-7801
 FAX # 423-775-5553

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably

necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

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

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

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

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.
- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of

federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

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. The Grantee agrees that it will spend a minimum amount of Eleven Thousand Fifty Dollars (\$11,050.00) for education in the prevention of litter. No line item changes may result in a decrease in the education allotment specified above. Allowable education expenses include training and travel expenses, including expenses for attending training events sponsored by the Department of Transportation or Keep Tennessee Beautiful.

IN WITNESS WHEREOF,

RHEA COUNTY:

GRANTEE SIGNATURE

DATE

**JIM VINCENT, RHEA COUNTY EXECUTIVE (PRINTED NAME AND TITLE OF GRANTEE
SIGNATORY (above))**

TENNESSEE DEPARTMENT OF TRANSPORTATION:

HOWARD H. ELEY, COMMISSIONER

DATE

**JOHN H. REINBOLD, GENERAL COUNSEL
APPROVED AS TO FORM AND LEGALITY**

DATE

ATTACHMENT ONE

GRANT BUDGET

Rhea County FY24 Litter Pickup & Prevention Education

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

Applicable

Period:

BEGIN: JULY 1, 2023

END: JUNE 30, 2024

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	\$28,150.00	0.00	\$28,150.00
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	\$5,000.00	0.00	\$5,000.00
11. 12	Travel, Conferences & Meetings	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	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	\$11,050.00	0.00	\$11,050.00
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	\$44,200.00	0.00	\$44,200.00

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/finance/looking-for/policies.html>).

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

ATTACHMENT ONE

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Litter Grant Education	\$11,050.00
TOTAL	\$11,050.00