

**AGENDA**  
**RHEA COUNTY COMMISSION WORKSHOP**  
**CONFERENCE ROOM, PHIL SWAFFORD BUILDING**  
**TUESDAY, JANUARY 13<sup>TH</sup>, 2026, AT 6:00 P.M.**

1. Prayer.
2. Pledge To Flag.
3. Discuss Rhea County Archives Grant Contract. -Jim Vincent
4. Discuss Agreement Between Tennessee Department Of Health And Rhea County. -Jim Vincent
5. Discuss Rhea County E-911 Emergency Communications District Board Appointment. -Jim Vincent
6. Discuss Budget Calendar. -Finance Director
7. Discuss Department of Corrections Lease Amendment. -Jim Vincent
8. Discuss Federal Safety Grant. -Road Supervisor/ Rick Wilkey
9. Public comments.
10. County Official comments.
11. County Executive comments.
12. Commissioner's comments.
13. Adjourn



## ENDOWMENT GRANT CONTRACT

<b>Begin Date</b> 7/1/25	<b>End Date</b> 6/30/26	<b>Agency Tracking #</b> 31627-250	<b>Edison ID</b> 89231
-----------------------------	----------------------------	---------------------------------------	---------------------------

<b>Public Chapter</b> 530	<b>Bill #</b> HB1409	<b>Section</b> 36	<b>Item</b> 30
------------------------------	-------------------------	----------------------	-------------------

<b>Grantee Legal Entity Name</b> Rhea Co. Archives	<b>Edison Vendor ID</b> 2742
---	---------------------------------

**Service Caption (one line only)**  
Semi Quincentennial Celebration

**Funding —**

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2026	\$19,869.00	0	0	0	\$19,869.00
<b>TOTAL</b>	<b>\$19,869.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$19,869.00</b>

**Grantee Selection Process Summary**

Competitive selection

Grantee organizations applied for funding via a competitive process requiring submission of applications during a specific cycle. Each application included project descriptions, supporting project budget and agency operating budgets. Applications were reviewed by TSM staff and assessed by other subject matter experts. The members of the Tennessee Commission for the U.S. Semiquincentennial reviewed and provided the final approval.

Non-competitive selection

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

*CPO USE - EG*

**Speed Chart (optional)**

SM39

**Account Code (optional)**

GRANT CONTRACT  
 BETWEEN THE STATE OF TENNESSEE,  
 TENNESSEE STATE MUSEUM  
 AND  
 RHEA CO. ARCHIVES

This Grant Contract, by and between the State of Tennessee, Tennessee State Museum, hereinafter referred to as the "State" or the "Grantor State Agency" and Rhea Co. Archives hereinafter referred to as the "Grantee," is for the provision of Semi Quincentennial Celebration , as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

The Grantee is a Tennessee Government Entity.  
 Grantee Place of Incorporation or Organization: Dayton, TN  
 Grantee Edison Vendor ID # 2742

Scope 1:

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 To support the TN Semiquincentennial Celebration (America250 or TN250) – Funding was included in the Governor's budget to the State Museum to support Tennessee's participation in the United States Semiquincentennial Celebration. The TN Semiquincentennial Commission developed a grant program for organizations across the state to apply for funding to promote and market the celebration in their respective areas.
- A.3 The Tennessee Commission for the United States Semiquincentennial offers two grant opportunities for organizations and communities centered around Tennessee's unique stories.
- A.4. Service Description. To utilize funding in preparation and celebration for the TN Semiquincentennial.
- A.5. Archival Support
- a. Collection Maintenance. It is acceptable to replace or purchase archival supplies to improve the storage conditions, operations, or public accessibility of archival collections, particularly those related to TN Semiquincentennial and Tennessee's role leading to that event. Such as the following:
- 1) Archival shelving units
  - 2) Acid-free, lignin-free folders and boxes
  - 3) Other necessary archival supplies or environmental monitoring devices
  - 4) Contracted conservation treatments
  - 5) Hiring part-time workers to process collections or to plan digitization projects
  - 6) Improving online access to collections through digitization
- b. Collection Preservation and Professional Development. It is acceptable to improve preservation of and access to Tennessee's historical records (including digitization), especially those that highlight Tennessee's contributions to TN Semiquincentennial and the founding of the United States. This includes educating and training records custodians and supporting archival program development and enhancement. Such as for the following:

- 1) **Technology:** This sub-category provides funding for hardware, software, peripherals, and other technology items used/needed to create online digital collections, especially those related to Tennessee's role in the founding of the United States.
- 2) **Training:** This sub-category provides funding for registration costs for webinars or workshops related to conservation, digitization, and digital project planning for archivists and museum personnel.
- 3) **Contracted Services:** This sub-category provides funding to hire a vendor or independent contractor for digitization or conservation services, particularly for work on collections that highlight Tennessee's contributions to America's founding. Include a vendor quote for these services with your application.
- 4) **Contract/Part-Time Archivist:** This sub-category provides funding to hire a contract or part-time archivist for the duration of the grant period to scan documents and create corresponding metadata for collections related to Tennessee's history and America 250.

A.6. Historic Preservation. It is acceptable to support historic preservation projects that focus on interpreting and preserving Tennessee's unique stories, objects, landmarks, and places across our diverse state that defined who we are as Tennesseans and Americans. Such as for the following:

- a. Historic Structure Restoration and Repair
- b. Historic Cemetery Restoration

A.7. Exhibition and Programs. It is acceptable to support exhibitions and programs that focus on interpreting and preserving Tennessee's unique stories, objects, landmarks, and places across our diverse state that defined who we are as Tennesseans and Americans. SA.6 such as the following:

- a. Public exhibitions, both long-standing and temporary, that support the themes of the nation's anniversary
- b. Educational lectures or symposia related to the Semiquincentennial
  - 1) Community history projects, including oral histories
  - 2) Conferences and symposia
  - 3) Festivals and performances
  - 4) Lectures and lecture series

A.8. Media Programs. It is acceptable to support media programs that focus on marketing, interpreting and preserving Tennessee's unique stories, objects, landmarks, and places across our diverse state that defined who we are as Tennesseans and Americans. Such as the following:

- a. production support of films
- b. videos,
- c. television,
- d. radio,
- e. podcasts,
- f. websites, or
- g. digital media

A.9. 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 (Grantee Application) incorporated to elaborate supplementary scope of services specifications.

**Scope 2:**

**A. SCOPE OF SERVICE 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. To support the TN Semiquincentennial Celebration (America250 or TN250) – Funding was included in the Governor's budget to the State Museum to support Tennessee's participation in the United States Semiquincentennial Celebration. The TN Semiquincentennial Commission developed a grant program for organizations across the state to apply for funding to promote and market the celebration in their respective areas.
- A.3. The Tennessee Commission for the United States Semiquincentennial offers two grant opportunities for organizations and communities centered around Tennessee's unique stories.
- A.4. Service Description. To utilize funding in preparation and celebration for the TN Semiquincentennial.
- A.5. Community Support Groups. To assist with two or more collaborating in their TN Semiquincentennial activities, such as:
  - a. county/ municipality organizations
  - b. non-profit 501(c) and 501(a) organizations
  - c. local historical societies,
  - d. libraries,
  - e. museums
  - f. other applicable organizations
- 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 (Grantee Application) incorporated to elaborate supplementary scope of services specifications.

**B. TERM OF CONTRACT:**

This Grant Contract shall be effective on July 1, 2025 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed nineteen thousand eight hundred sixty-nine (\$19,869.00) ("Maximum Liability").
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended.
- C.3. Payment Methodology – Total Advance Payment. The Grantee shall be reimbursed for actual, reasonable, and necessary costs, not to exceed the maximum liability established in section C.1. Payment to the Grantee shall be a lump sum made in advance upon approval of this Grant Contract.
- C.4. Expenditures and Accounting. The expenditure of funds made available through this Grant Contract shall adhere to the Scope of Services. Said expenditures shall be made during the Grant Contract period and shall not be carried forward. The Grantee shall submit an Expenditures and Accounting report within sixty (60) days following the end of the Grant Contract. Said report shall demonstrate compliance with the Scope of Services and shall be in form and substance acceptable to the State.
- C.5. 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.6. Prerequisite Documentation. The Grantee shall not receive the funds under the endowment grant until the State has received the following:
- a. A Grantee completed and signed 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 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 in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate the 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 contract pertaining to "Conflicts of Interest," "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. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be emailed to the respective party as set out below:

The State:

Carrie Tipton, America 250 Coordinator  
Tennessee State Museum  
TN250@tn.gov  
Telephone # (615) 712-1371

The Grantee:

Jacob Smith, Project Director  
Rhea Co. Archives  
1475 Market St., Suite 103 Dayton, TN 37321  
archives@rheacounty.org  
Telephone # (423) 775-7801 ext. 104

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.8. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State 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.9. 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.10. 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, and the Grantee shall 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.11. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the State of Tennessee administered by the Tennessee Commission for the United States Semiquincentennial." "

All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.12. 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.13. 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.14. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.15. Annual and Final Reports. As a prerequisite to the receipt of grant funds, the Grantee shall agree to provide to the State agency head, within sixty (60) days of the close of the project, an accounting of the actual expenditure of such funds including a notarized statement that the report is true and correct in all material respects; provided, however, that the head of the State agency through which such disbursement is being made may require, in lieu of the accounting as provided above, an audited financial statement of the non-governmental agency or entity. A copy of such accounting or audit, as the case may be, also shall be filed with the office of the Comptroller of the Treasury
- D.16. 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 agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.17. 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.
- The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant Contract.
- D.18. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.

- D.19. 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. 20. 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](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.21. 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.22. 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 of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.23. 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 hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.24. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.25. 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.26. 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.

IN WITNESS WHEREOF,

RHEA CO. ARCHIVES:

  
 \_\_\_\_\_  
 GRANTEE SIGNATURE

12-23-25  
 \_\_\_\_\_  
 DATE

Jim Vincent County Executive

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE STATE MUSEUM:

Ashley Howell, Executive Director

DATE

AGREEMENT  
BETWEEN  
TENNESSEE DEPARTMENT OF HEALTH  
AND  
**RHEA**  
COUNTY

This agreement is entered into this first day of **July, 2025**, between the Tennessee Department of Health, hereinafter referred to as the STATE and **Rhea** County, hereinafter referred to as the COUNTY.

WHEREAS, it is the vision of the Tennessee Department of Health to be in the top ten states in the nation for health, and

WHEREAS, it is the mission of the Tennessee Department of Health to protect, promote, and improve the health and prosperity of the people in Tennessee through the prevention of conditions that may be a threat to health, individually and collectively, and through the treatment of conditions that have already affected the health of Tennesseans, and

WHEREAS, TCA 68-2-901, provides a means for a State and County effort to accomplish these mutual goals through the delivery of health services through the local health departments.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this agreement according to the provisions set out herein:

A. THE COUNTY AGREES:

1. To appropriate a total of \$ **79,006** for support of the **Rhea** County Health Department.

This amount consists of:

- a. \$ **31,622** Direct-Local funds (for which the COUNTY shall not be billed); in accordance with Item 3 below.
- b. \$ **47,384** of appropriation for which the COUNTY shall be billed \$ **46,284** in accordance with item (3) below, and \$ **1,100** will be placed in local direct for community engagement.

2. To use revenues generated from the provision of health services toward the support of the County Health Department
3. To pay the STATE biannually one half of the total county funds appropriated for the purposes of this contract as identified in Item 1 (b) above. Payments are to be received by the STATE no later than the last day of January for the first payment, and no later than the last day of April for the second payment ( Jan. 31, and Apr.30 respectively).
4. To report all local expenditures to the STATE quarterly.
5. To submit to the STATE a duly signed and executed county agreement.

B. THE STATE AGREES:

1. To provide a total of \$ **541,500** in support of the **Rhea** County Health Department.
2. Upon written request, to provide a reporting of all expenditures and revenues.

C. BOTH PARTIES AGREE:

1. It is further agreed that the funds shall be used to pay salary, longevity, fringe benefits, travel, meals and/or lodging and other necessary expenses. The salary and travel, meals and/or lodging payments shall be paid in accordance with State regulations, policies and procedures, and subject to funding availability.
2. The term of this agreement will begin **July 1, 2025**, and shall extend through **June 30, 2026**.
3. This agreement may be amended in accordance with procedures established by the Commissioner of the Tennessee Department of Health. All amendments must be reduced to writing.

Approved:

Lindsay Hathcock  
Lindsay Hathcock (Dec 16, 2025 14:57:07 EST)

County Health Director  
Lindsay Hathcock

Jim Vincent  
Fiscal Officer of Local (**Mayor**)  
Appropriating Authority  
**Jim Vincent**

\_\_\_\_\_  
Commissioner, Department of Health

Glenn Czarnecki  
Glenn Czarnecki (Dec 16, 2025 14:09:43 EST)

Regional Public Health Director  
Glenn Czarnecki

\_\_\_\_\_  
Assistant Commissioner, Community  
Health Services

EXHIBIT C

COMMENCEMENT DATE AGREEMENT

RE: Transaction Number: 23-12-915

LE #: 6667

Address of Subject Property: 7794 Rhea County Highway (suite numbers to be assigned) Dayton, TN 37321.

Lease dated as of August 12, 2025, by and Rhea County, Tennessee, as Landlord, and the State of Tennessee, as Tenant.

Dear Sirs:

In accordance with the terms of the above captioned Lease, the Term of the Lease will commence on the date that is thirty (30) days after substantial completion of the work set forth in Section 19 of the Lease and a certificate of occupancy for the Leased Premises is issued. Please be advised as follows:

The Commencement Date of the Term of the Lease is the 1st day of February 2026, and the expiration date of the Term of the Lease is the 31st day of January 2032, subject however to the terms and provisions of the Lease.

The Leased Premises contain 2,025 Useable Square Feet and 2,256 Rentable Square Feet calculated in accordance with Section 17 of Exhibit A to the Lease. If applicable, the Parties shall promptly enter into an Amendment to the Lease reflecting revised Square Footage, Annual Rent, and Monthly Rental Installments

Terms denoted herein by initial capitalization shall have the meanings ascribed thereto in the Lease.

LANDLORD:

\_\_\_\_\_  
Rhea County, TN – Jim Vincent County Executive

Date: \_\_\_\_\_

ACKNOWLEDGED AND AGREED:

State of Tennessee

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



AGENCY: Department of Correction 329.01  
 BUSINESS UNIT: 501.03 CHARTFIELD LOCATION:

**LE 6667**

This Instrument Prepared by:  
 State of Tennessee  
 Real Estate Asset Management  
 William R. Snodgrass Tennessee Tower  
 22<sup>nd</sup> Floor, 312 Rosa L. Parks Avenue  
 Nashville, TN 37243-1102

LEASE NUMBER: **6667**

**NOTE:** No handwritten or interlineated change to this lease will override this lease

*State is Tenant*

This lease document is not effective or Binding unless approved in printed text according with all applicable laws

ESC 01/23/2017 Template

**1. Date of this Lease:** August 12, 2025  
 Name and Address of Building:  
 7794 Rhea County Highway  
 Dayton, TN 37321

**2. Tenant:** State of Tennessee  
 Landlord Name, Address, Contact Information:  
 Rhea County, Tennessee  
 Attn: Jim Vincent - Mayor  
 375 Church St, Ste 215  
 Dayton, TN 37321  
 Phone: 423-775-7801  
 Email Address: rheamayor@rheacounty.org

**3. Leased Premises:** The portion of the Building and all other areas described on Exhibit B.

**4. Rentable Square Feet:** 2,256 sf.  
**Usable Square Feet:** 2,025 sf.

**Term of the Lease:** Five (5) year(s) and zero (0) months(s).  
**5. The Commencement Date** shall set pursuant to Exhibit C.

**6. Termination for Convenience:** Tenant may terminate this Lease at any time by giving written notice to Landlord at least 90 days prior to the date the termination becomes effective

**7. Monthly Rental Installments:**

Lease Year(s)	Annual Rental	Monthly Rental Installments	Rental Rate Per Rentable Square Foot
1	\$ 30,478.56	\$ 2,539.88	\$ 13.65
2	\$ 30,478.56	\$ 2,539.88	\$ 13.65
3	\$ 30,478.56	\$ 2,539.88	\$ 13.65
4	\$ 30,478.56	\$ 2,539.88	\$ 13.65
5	\$ 30,478.56	\$ 2,539.88	\$ 13.65

**8. Utilities and Services:**  
 (Full Service) All utilities, janitorial services, and supplies are included in the Monthly Rent installments  
 (Modified Gross) The following utilities, services, and supplies are not included in the Monthly Rent Installments:

**9. Improvements (check any that apply):**  
 A. Existing Space (New Tenant or Renewal)       B. Landlord to build out space pursuant to Exhibit D

**10. Attached hereto and incorporated herein for all purposes are the following additional exhibits:**  
 Exhibit A- Lease Standard Terms and Conditions  
 Exhibit B- Description of Leased Premises  
 Exhibit C- Commencement Date Agreement  
 Exhibit D- Special Buildout and Other Specifications

LANDLORD: Rhea County, a Tennessee municipality	TENANT: STATE OF TENNESSEE
By: <u>Jim Vincent</u>	By: <u>Jeffrey H. Holmes</u>
Name: Jim Vincent	Jeffrey H. Holmes, Interim Commissioner of Department of General Services
Title: Mayor	Date: <u>8.12.25</u>
Date: <u>7/21/25</u>	

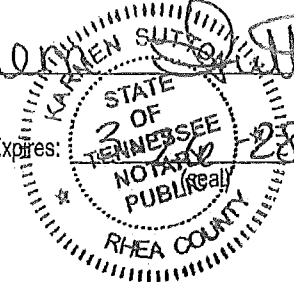
**LANDLORD NOTARY**

STATE OF TENNESSEE  
 COUNTY OF Rhea

Before me, the undersigned, Notary Public in and for the County and State aforesaid, personally appeared Jim Vincent, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Executive aka Mayor of Rhea County, Tennessee, the within named Landlord, and that he as such Executive executed the within instrument for the purposes therein contained by signing in the name of Rhea County, Tennessee himself as such Mayor or Executive.

Witness my hand and seal at office in Dayton, Tennessee, on this the 21 day of July, 2025.

Kaemond Sutton  
 Notary Public  
 My Commission Expires: 28



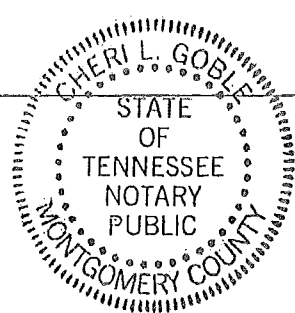
**TENANT NOTARY**

STATE OF TENNESSEE  
 COUNTY OF DAVIDSON

Before me, Cheri L. Goble, Notary Public in and for the County and State aforesaid, personally appeared Jeffrey H. Holmes, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Interim Commissioner of the Department of General Services for the State of Tennessee, the within named Tenant, and that he as such representative, executed the foregoing instrument for the purposes therein contained and signed the name of the State of Tennessee, by himself as Interim Commissioner, Department of General Services for the State of Tennessee.

Witness my hand and seal, at office in Nashville, Tennessee, this the 12 day of August, 2025.

Cheri L. Goble  
 Notary Public  
 My Commission Expires: June 11, 2029 (seal)



## EXHIBIT A

NOTE: No hand written or interlineated changes to this Lease will override the printed text of this lease.

In consideration of the mutual covenants and representations set forth in the Lease (the "Lease") and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows. The capitalized terms used herein shall have the meaning assigned to such terms in the Lease, unless another meaning is assigned to such terms in this Exhibit A.

1. DEMISE. Upon the terms and conditions hereinafter set forth and as set forth in the Lease, Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, the Leased Premises for the Term of the Lease. Landlord represents and warrants to Tenant that Landlord is the fee simple owner of the Leased Premises and has the right to lease the Leased Premises to Tenant pursuant to the terms of the Lease. Landlord further represents and warrants to Tenant that there are no easements, covenants, restrictions or other agreements or instruments encumbering the Leased Premises that (i) contain any pre-approval rights relating to the Lease (including any lender approval rights) which have not been secured by Landlord, or (ii) would interfere with or restrict Tenant's ability to use the Leased Premises for office, storage and any other purpose permissible under applicable law (the "Permitted Use"). Landlord further represents and warrants to Tenant that (x) the use of the Leased Premises for the various purposes for which it is presently being used is permitted under all applicable zoning legal requirements and (y) all utilities necessary for the use of the Leased Premises for the various purposes for which it is presently being used are being supplied to the Building via publicly dedicated utility easement areas. The Request for Lease Proposal from which the Lease originated and the Landlord's response to the Request for Lease Proposal (collectively, the "Proposal Package") are hereby incorporated in the Lease; provided, however, that in the event of any conflict between the Proposal Package and the Lease, the Lease shall control.
2. RENT. The Monthly Rental Installments for the lease of the Leased Premises shall be payable in **arrears on the last day of each and every month during the term** hereof to Landlord by Automated Clearing House (ACH) payment to the account set forth on the Supplier Direct Deposit Authorization Form.
  - A. No payment shall be made by Tenant under the Lease until Tenant has received an "IRS W-9 Form" and a "Supplier Direct Deposit Authorization Form" which have been properly completed and signed by all required parties on the forms provided by the Tenant. Landlord acknowledges that the "Supplier Direct Deposit Authorization Form" must be certified by Landlord's financial institution (bank) and that that the State will only accept the original Supplier Direct Deposit Authorization Form received directly from the Landlord or its bank. The original, completed "IRS W-9 Form" and "Supplier Direct Deposit Authorization Form" must be sent to the Tenant at the following address and marked **CONFIDENTIAL**:

**State of Tennessee**  
**Attn: Supplier Maintenance**  
**21st Floor WRS Tennessee Tower**  
**312 Rosa L Parks Avenue**  
**Nashville, TN 37243**
  - B. Notwithstanding anything in the Lease to the contrary, Landlord agrees that the rent provided under the terms of this Section 2 is based in part upon the costs of the services, utilities, and supplies to be furnished by Landlord pursuant to Section 3 hereof and that should Tenant vacate the Leased Premises prior to the end of the Term of the Lease, or, if after notice in writing from Tenant, all or any part of such services, utilities or supplies for any reason are not used by Tenant, then, in such event, the Monthly Rental Installments as to each month or portion thereof as to which such services, utilities or supplies are not used by Tenant shall be reduced by an amount equal to the average monthly costs of such unused services, utilities or supplies during the six-month period immediately preceding the first month in which such services, utilities or supplies are not used.

## 3. LANDLORD'S OBLIGATIONS.

- A. Utilities: If required by Block 8 of the Lease, Landlord shall, at Landlord's expense, furnish all utilities to the Leased Premises, including electrical, gas, water and sewer, heat, ventilation, and air conditioning in capacities sufficient for the Permitted Use; provided, however, Tenant shall be responsible for telephone and data services. These utilities, if provided by Landlord, must be provided on a 24 hours per day, 7 days a week basis.
- B. Maintenance: Landlord shall, at Landlord's expense, and as required to keep the Building and the Leased Premises in a good, attractive and safe condition, maintain and repair, in a good and workmanlike manner and in compliance with all replacement and maintenance schedules followed by prudent landlords of commercial buildings, (i) the Building, including, but not limited to, the roof, foundation and exterior and load-bearing walls; (ii) the mechanical, plumbing and electrical systems, including, but not limited to, air conditioning, heating, plumbing, wiring and piping and all filters, valves and other components; the temperature of the telecom closet on the Leased Premises at all times shall be maintained between 64 and 75 degrees with a relative humidity range of 30-55%. The temperature of the interior of the Leased Premises where State employees or contractors operate at all times shall be maintained between 68 and 72 degrees with a relative humidity range of 30-55%; (iii) the land upon which the Building is located, including any landscaped areas, parking areas and driveways, including, but not be limited to the following: weekly lawn cutting during the growing season, debris pick-up, leaf removal, mulching of planting beds, maintain any landscaping, daily snow and ice removal from parking areas and entrances to the Leased Premises; (iv) elevators, if any; (v) interior of the Building and the Leased Premises, including but not limited to repair, maintenance, patching, mold, mildew, and moisture removal, and painting of the walls, floors, ceilings, carpet and other surfaces; and (vi) all lighting components, including but not limited to, furnishing and monthly replacement of electrical light bulbs, fluorescent tubes, ballasts and starters. Landlord shall also, at Landlord's expense, furnish and maintain appropriate outside trash and refuse receptacles for the disposal of trash and refuse from the Leased Premises. Furthermore, Landlord shall have maintenance personnel available to respond to routine calls within twenty four (24) hours and emergency calls within four (4) hours. "Emergency" repair or maintenance calls shall include, but not be limited to, situations involving HVAC, electrical, plumbing, roof leaks, utility disruptions, ingress and egress, and environmental issues which prevent the Tenant from using the Leased Premises for the Permitted Use. For any damages that are reasonably determined to be caused by, or the result of intentional acts intended to harm or deface Landlord property, omissions, negligence, vandalism of the Tenant, its clients, invitees, or vendors, the Landlord shall make the necessary repairs and submit an invoice to the State for the cost of said repairs. Provided the State reasonably determines that said damage was caused by, or the result of, the acts, omissions, or negligence of the Tenant, its clients, invitees, or vendors, then the State shall promptly reimburse the Landlord for the costs of said repairs.
- C. Insurance: Landlord shall, at Landlord's expense, maintain fire and extended coverage insurance on Leased Premises, in an amount not less than the full replacement cost of the Building, and comprehensive general liability insurance coverage in the sum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) per annual aggregate against any and all liability, loss or damage arising from any injury or damage to any person or property occurring in or about the Leased Premises or the Building resulting from Landlord's negligence or matters arising for reasons beyond Tenant's control. The policies described in this Section shall name Tenant as an additional insured. Annually, Landlord shall furnish Tenant with a certificate of such coverage which shall provide that thirty (30) days' advance written notice shall be given to Tenant in the event of cancellation or material change in the insurance policies maintained as required herein.
- D. Taxes: Landlord shall be responsible for payment of all real estate taxes assessed against the Building or land on which the Building is located, as well as all applicable local, state and federal income taxes which are or may be payable by Landlord. Landlord, by virtue of leasing property to Tenant, does not become a State of Tennessee agency, entity, or employee and is not entitled to any rights, privileges or immunities pertaining to the State or its agencies and instrumentalities.
- E. Janitorial: If required by Block 8 of the Lease, Landlord shall, at Landlord's expense, provide janitorial services and janitorial supplies, including break room supplies, to the Leased Premises in accordance with the following schedule:

- i. Daily: Dust all furniture, counters, cabinets and window sills; sweep and/or vacuum all floors; empty all wastebaskets and ashtrays; dispose of all rubbish; clean and maintain in sanitary condition all restrooms and plumbing fixtures; sweep sidewalks, stairways and halls; replace light bulbs, tubes, ballasts and starters if necessary; and stock supplies.
    - ii. Weekly: Mop all floors and dust all Venetian blinds; and vacuum carpets, if any.
    - iii. Quarterly: Strip and wax all floors, if not carpeted.
    - iv. Semi-Annually: Wash all windows, venetian blinds, light fixtures, walls and painted surfaces and clean all carpeted areas via commercial hot water extraction or commercial chemical dry cleaning.
  - F. Pest Control: Landlord shall, at Landlord's expense, provide monthly interior and quarterly exterior pest extermination services. All such services shall be performed after normal business hours.
4. IMPROVEMENTS. Tenant shall have the right during the existence of the Lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the Leased Premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the Leased Premises under the Lease or any prior lease of the Leased Premises by Tenant shall be and remain the property of Tenant and may be removed therefrom by Tenant prior to the termination or expiration of the Lease or any renewal or extension thereof, or within a reasonable time thereafter. Tenant shall be permitted to maintain, inspect, repair and replace any equipment or fixtures installed by Tenant on the Leased Premises.
5. TERMINATION FOR CAUSE. Tenant may in its sole discretion terminate the Lease at any time for any of the following causes: (a) Landlord's failure to disclose any conflict or potential conflict of interest existing at the date of the Lease or hereafter created; (b) termination or consolidation of Tenant's operations or programs housed in the Leased Premises because of loss of funding; (c) lack of funding by the appropriate Legislative Body for obligations required of Tenant under the Lease; (d) misrepresentations contained in the response to the request for proposal or committed during the negotiation, execution or term of the Lease; (e) failure to comply with the assertions and promises set forth in the response to the request for proposals; (f) the availability of space in Tenant-owned property, provided that no cancellation for this reason may take place until the Lease has been in effect for one year; and (g) any default by Landlord which is not adequately remedied in accordance with Section 7 hereof. Notwithstanding the foregoing, all terms and conditions of the Lease are made subject to the continued appropriations by the appropriate Legislative Body.
6. ENVIRONMENTAL PROVISIONS. Following due inquiry, Landlord represents that there are no hazardous substances or hazardous wastes as defined by the Comprehensive Environmental Response and Liability Act or any hazardous wastes as defined by the Resource Conservation and Recovery Act, or any mold, PCB's, radon or asbestos containing materials, located on, in or about the Leased Premises to be occupied by Tenant. Landlord agrees that should any hazardous wastes, hazardous substances, mold, PCB's, radon or asbestos containing materials be determined to be present as a result of the acts or omissions or negligence of any person or legal entity, other than Tenant, Landlord shall indemnify, hold harmless and defend Tenant from all claims, damages, expenses or litigation resulting from the presence of such materials. If Tenant reasonably believes that hazardous substances may be present in the Leased Premises or the Building, Landlord will engage, at its expense, a qualified third party engineer to conduct an appropriate environmental survey. If hazardous substances are found or such survey indicates a risk of such hazardous substances being present in the Leased Premises or Building, then Landlord, at its expense, will make all necessary changes and/or corrections so that the Building and/or the Leased Premises are in compliance with all environmental laws and regulations. In the event Landlord discovers hazardous materials on the Leased Premises during the Term of the Lease, Landlord shall promptly notify Tenant.
7. DEFAULT.
- A. Tenant shall be in default of the terms of the Lease if Tenant shall fail to make a payment of any rent or additional rent, and such rent or additional rent is not paid within ten (10) days of written notice by Landlord to Tenant of non-payment of same,

or in the event that Tenant shall otherwise commit an act of default under the terms hereof, and shall not cure such default within thirty (30) days of written notice by Landlord to Tenant of such default, or, if it is not possible to complete the cure by such time, Tenant has not commenced the cure within such 30 day period and does not thereafter diligently pursue the same to completion within a reasonable time thereafter. In the event of default by Tenant hereunder:

- i. Landlord may continue the Lease in full force and effect and shall have the right to collect rent when due. During the term Tenant is in default, Landlord may reenter the Leased Premises with legal process and re-let same, or any part thereof, to third parties for Tenant's account. Tenant shall pay to Landlord the rent due under the Lease on the date such rent is due, less the rent Landlord receives from any re-letting. Landlord shall make its best efforts to re-let the Leased Premises at a reasonable price. Under this paragraph, Tenant's obligations shall not exceed the total rent due for the remainder of the term.
- ii. Landlord may terminate the Lease pursuant to the terms of this Section. Upon termination, Landlord shall have the right to collect an amount equal to all expenses, if any, not including attorneys' fees, incurred by Landlord in recovering possession of the Leased Premises and all reasonable costs and charges for the care of the Leased Premises while vacated by Tenant.

B. Except as specifically set forth herein, Landlord shall be in default of the terms of the Lease if Landlord shall commit an act of default under the terms hereof, and shall not cure such default within twenty (20) days of written notice by Tenant to Landlord of such default, or, if it is not possible to complete the cure by such time, Landlord has not commenced the cure within such 20 day period and does not thereafter diligently pursue the same to completion within a reasonable time thereafter. In the event of a default by Landlord hereunder, Tenant may, in addition to all rights and remedies available at law or in equity, (i) cure such default and deduct any reasonable and necessary amounts incurred by Tenant in connection therewith from future rent payments due by Tenant hereunder with the presentment of receipts for such reasonable and necessary actions, or (ii) terminate the Lease. Notwithstanding the foregoing, in the event that Tenant is unable, in its reasonable judgment, to operate in the Leased Premises as a result of the failure by Landlord to satisfy its obligations pursuant to Section 3 hereof (A) for a period of more than forty eight (48) consecutive hours, then the rent shall abate during the entire period of the disruption and Tenant shall have the right to terminate the Lease in the event Landlord remains unable to satisfy its obligations pursuant to Section 3 hereof for a period of more than ten (10) consecutive days; or (B) more than ten (10) days during any twelve (12) month period, then Tenant shall have the right to terminate the Lease.

8. **END OF TERM.** At the termination of the Lease, Tenant shall surrender its interest in the Leased Premises to Landlord in as good condition and repair as reasonable use thereof will permit, ordinary wear and tear excepted, and will leave the Leased Premises broom clean. Tenant shall have the right, prior to said termination, to remove any equipment, furniture, trade fixtures or other personal property in the Leased Premises owned by Tenant, provided that Tenant promptly repairs any damage to the Leased Premises caused by such removal. In the event of holding over by Tenant after the expiration or termination of the Term of the Lease, Tenant shall pay rent at the then current rate for rent as set forth in the Lease, on a monthly basis and the Term of the Lease shall be automatically extended for successive periods of one (1) year each; provided that during any automatically extended period following the expiration of the Term of the Lease, Landlord and Tenant shall each have the right to terminate the Lease by delivering written notice to the other at least ninety (90) days prior to the desired expiration date.
9. **DAMAGE OR DESTRUCTION.** If the Leased Premises are damaged by fire or other casualty, the damage shall be repaired by and at the expense of Landlord (excluding any personal property which is owned by Tenant), provided that such repairs can, in Landlord's opinion, be made within sixty (60) days after the occurrence of such damage. Landlord shall notify Tenant within fifteen (15) days of the event of casualty of its determination. Until such repairs are completed, the rent shall be abated in proportion to the part of the Leased Premises rendered unusable, but there shall be no abatement of rent for a period equal to one (1) day or less. If such repairs cannot, in Landlord's opinion, be made within sixty (60) days and Landlord nonetheless chooses to repair, then Tenant may, at its option, continue as Tenant under the Lease until such repairs are completed, during which time all rent shall abate, or Tenant may terminate the Lease. A total destruction of the Building in which the Leased Premises are

located shall automatically terminate the Lease. Total destruction of the Building shall be defined as damage greater than fifty percent (50%) of the then replacement value thereof.

10. NOTICES. Any notice required or permitted to be given hereunder shall be sufficiently given if personally served, sent by registered or certified mail, or by reputable overnight courier, addressed to the relevant party at the addresses specified in the Lease, for Landlord, and for Tenant to: Real Estate Asset Management, 312 Rosa L. Parks Avenue, 24th Floor, Nashville, Tennessee 37243.
11. QUIET ENJOYMENT. Landlord warrants and shall defend Tenant in the quiet enjoyment and possession of the Leased Premises during the term and any extension or renewal thereof.
12. SUBORDINATION, ATTORNMEN AND NON DISTURBANCE. Tenant agrees that the Lease and all rights of Tenant hereunder are and shall be subject and subordinate to any ground or underlying lease which may now or hereafter be in effect regarding the Building or any component thereof, to any mortgage now or hereafter encumbering the Leased Premises or the Building or any component thereof, to all advances made or hereafter to be made upon the security of such mortgage, to all amendments, modifications, renewals, consolidations, extensions and restatements of such mortgage, and to any replacements and substitutions for such mortgage (collectively, "Mortgages"); provided as a condition to such subordination, any holder of the Mortgage must enter into a Subordination, Non-Disturbance and Attornment Agreement with Tenant in form reasonably acceptable to Tenant. In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, or in the event of a deed in lieu of foreclosure with respect to any Mortgage covering the Leased Premises or the Building, or in the event of termination of any lease under which Landlord may hold title, Tenant shall, at the option of transferee, attorn to such transferee and shall recognize and be bound and obligated hereunder to such person as Landlord under the Lease, unless the Lease is terminated. Notwithstanding anything contained herein to the contrary, so long as Tenant is not in default in the payment of rent, or in the performance of any of the other terms, covenants or conditions of the Lease beyond any applicable cure periods, no mortgagee or similar person shall disturb Tenant in its occupancy of the Leased Premises during the original or any renewal term of the Lease notwithstanding any event or proceedings described in this section.
13. APPROVALS. Neither the Lease nor any amendment or modification hereto shall be effective or legally binding upon Tenant, unless and until a fully executed, original Lease has been returned to Tenant and the review and approval by all appropriate State officials and the State Building Commission, if applicable has been obtained.
14. COMPLIANCE WITH LAWS. Landlord represents and warrants to Tenant that as of the Commencement Date, the Building and the Leased Premises will comply with the provisions of the Americans with Disabilities Act (ADA) in all material respects. Landlord hereby indemnifies and holds harmless Tenant from and against all costs, liabilities, and causes of action occurring or arising as a result of Landlord's failure to comply with any of the requirements of the ADA or similar laws or as a result of any violation of any of the requirements of the ADA or similar laws by Landlord or its agents. Tenant reserves the right, at any time during the Term of the Lease, to require Landlord to make additional reasonable accommodations to comply with the Americans with Disabilities Act. These accommodations may include, but are not limited to, modifications to the exterior or interior of the Building, any ingress and egress points to the Building or property on which the Building stands, or any portion of the property that may serve to limit accessibility to disabled persons. Landlord shall provide all life safety equipment, including but not limited to, fire extinguishers and smoke alarms, in compliance with applicable municipal building codes.
15. FORCE MAJEURE. With the exception of the obligation of Tenant to pay rent and all other amounts that may be due from time to time under the Lease, if either party shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of any matters beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be extended for a period equivalent to the period of such delay. In such event, the Lease and the obligations of both parties to perform and comply with all of the other terms and provisions of the Lease shall in no way be affected, impaired, or excused.

16. RECORDS RETENTION. Landlord shall maintain documentation for all charges against Tenant under the Lease. The books, records and documentation of Landlord, insofar as they relate to reimbursement by Tenant for costs incurred, whether in whole or in part, shall be maintained in conformity with generally accepted accounting principles for a period of five (5) full years from the date of what amounts to the final payment under the Lease, and shall be subject to audit, at any reasonable time and upon reasonable notice by the Comptroller of the Treasury or his duly appointed representative or a licensed independent public accountant.
17. SPACE AUDIT. Landlord certifies that the rentable square feet set forth in the Lease is accurate to the best of its knowledge. Within thirty (30) days of the Commencement Date, Tenant reserves the right to perform physical measurements of the Leased Premises and adjust the Monthly Rental Installments proportionally based upon such measurements.
18. COMMON AREAS. During the Term of the Lease, Landlord agrees that Tenant and its employees, agents, invitees and visitors shall have the non-exclusive right to use the Common Areas for their intended purpose. Except for repairs, maintenance and replacements required under the Lease, Landlord shall not materially alter (or permit the material alteration of) any entrances, exits, corridors, sidewalks or hallways providing access to or from the Leased Premises. Landlord represents and warrants to Tenant that the Common Areas include all areas which are necessary for the use of the Leased Premises for its current use. As used herein, "Common Areas" means all portions of the Building and land on which the Building is located intended for the general use or benefit of Tenants or owners of the Building, and their employees, agents, and visitors, including, without limitation, all entrances, common corridors, parking areas, loading and unloading areas, trash areas, roadways, walkways, sidewalks and driveways.
19. LANDLORD BUILDOUT. See Exhibit D. Landlord to deliver the premises in accordance with all offices within the Rhea County Justice Center. Estimated delivery date is on or before **January 31, 2026**.
20. COMMENCEMENT OF TERM. The commencement of Term of the Lease shall be memorialized by mutual execution of Exhibit C of the Lease.
21. CONFLICTS OF INTEREST. The Landlord warrants that no part of the total payment from the Tenant under the Lease 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, or employee of the Landlord in connection with any work contemplated or performed relative to the Lease.
- The Landlord acknowledges, understands, and agrees that the Lease shall be null and void if the Landlord is, or within the past six months has been, an employee of the State of Tennessee or if the Landlord is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.
- The Landlord acknowledges, understands, and agrees that it and its performance under the Lease are subject to State Building Commission Policy and Procedure Item 12, and that Tenant has read and understands all of the provisions and requirements of same.
22. FINANCIAL INTEREST NOTICE. The Landlord's response to the Request for Lease Proposal provided to Tenant a list of names and addresses of persons, associations, or corporations who hold any financial interest in the Leased Premises. Such list shall be immediately revised and provided by the Landlord to the Tenant in the event of a transfer of any such interest.
23. IRAN DIVESTMENT ACT. The requirements of Tenn. Code Ann. § 12-12-101 et. seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Lessor agrees, 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.
24. MISCELLANEOUS. The article captions contained in the Lease are for the convenience of the parties only and shall not be considered in the construction or interpretation of any provision hereof. Landlord and its agents shall have reasonable access to the Leased Premises during all reasonable business hours for the purpose of examining same to ascertain if they are in good repair and to make reasonable repairs which Landlord may be required to make hereunder. Acknowledging the privacy protection



responsibilities of Tenant, the Parties agree that entry into the Leased Premises by Landlord or its agents without prior permission from Tenant after business hours or without lawful emergency justification can be considered trespass and treated as such by Tenant. The making of repairs by Landlord or its agents shall be coordinated with Tenant to minimize disruptions of Tenant's conduct of business in the Leased Premises. The Lease contains the entire agreement between the parties and supersedes any and all other prior oral and written agreements between the parties regarding the subject matter contained herein and may not be changed or terminated orally but only by agreement in writing and signed by all parties. Landlord and Tenant acknowledge and agree that (i) all exhibits referenced in the Lease (or in any of its exhibits) are incorporated into the Lease by reference, and (ii) any reference to "the Lease," "this Lease," "hereunder," "herein" or words of like import shall mean and be a reference to the Lease including such exhibits. No waiver by either party shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision. The Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns, executors and administrators.

25. **RESPECTFUL WORKPLACE.** The Landlord acknowledges and understands that the Leased Premises is leased to be used by State of Tennessee employees as their workplace, and that the State of Tennessee is firmly committed to the principle of fair and equal employment opportunities for all of its citizens. State DOHR Policy 12-008 prohibits any unwelcome verbal or written communication, or any physical conduct which creates a hostile work environment for State employees. Landlord itself, its agents and employees agree to be responsible for adherence to this Policy in workplace interactions with State employees, State visitors and State clients.
26. **BOYCOTT OF ISRAEL ACT.** Pursuant to Tenn. Code Ann. § 12-4-119, Landlord certifies that it is not currently engaged in, and will not for the duration of the Lease or any extensions thereof, engage in a boycott of Israel, as defined by Tenn. Code Ann. § 12-4-119(a)(1).

EXHIBIT B

LEASED PREMISES

County: Rhea  
Assessor's Map and Parcel # :83/080.00  
Deed Book/Page: 85/594

The Leased Premises include that portion of the Building known as 7794 Rhea County Highway, Dayton, TN together with all common areas associated with the Building and 40 parking spaces.

7794 Rhea County Highway, Dayton, TN

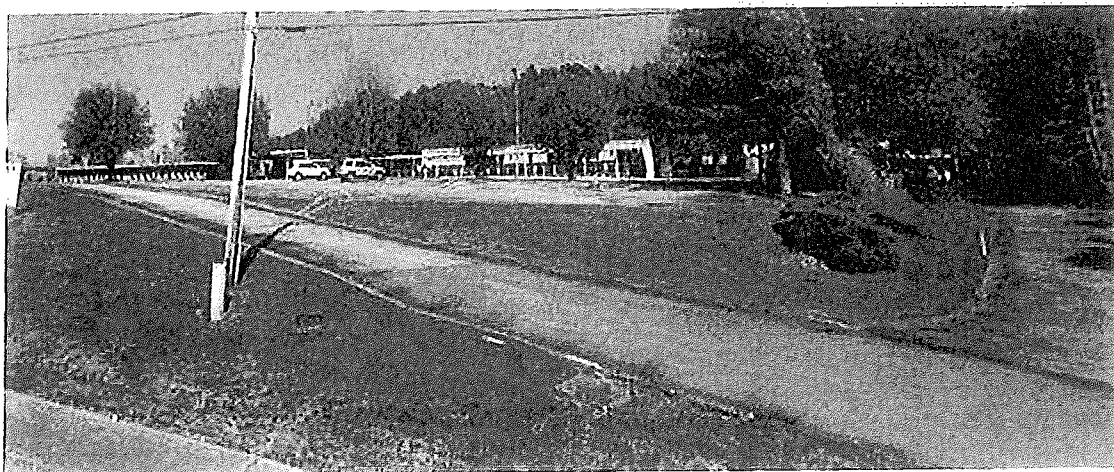


EXHIBIT C

COMMENCEMENT DATE AGREEMENT

RE: Transaction Number: 23-12-915

LE #: \_\_\_\_\_

Address of Subject Property: 7794 Rhea County Highway (suite numbers to be assigned) Dayton, TN 37321.

Lease dated as of \_\_\_\_\_, by and \_\_\_\_\_, as Landlord, and the State of Tennessee, as Tenant.

Dear Sirs:

In accordance with the terms of the above captioned Lease, the Term of the Lease will commence on the date that is thirty (30) days after substantial completion of the work set forth in Section 19 of the Lease and a certificate of occupancy for the Leased Premises is issued. Please be advised as follows:

The Commencement Date of the Term of the Lease is the 1st day of February 2026, and the expiration date of the Term of the Lease is the 31st day of January 2032, subject however to the terms and provisions of the Lease.

The Leased Premises contain 2,025 Useable Square Feet and 2,256 Rentable Square Feet calculated in accordance with Section 17 of Exhibit A to the Lease. If applicable, the Parties shall promptly enter into an Amendment to the Lease reflecting revised Square Footage, Annual Rent, and Monthly Rental Installments

Terms denoted herein by initial capitalization shall have the meanings ascribed thereto in the Lease.

LANDLORD:

\_\_\_\_\_  
Rhea County, TN – Jim Vincent County Executive

Date: \_\_\_\_\_

ACKNOWLEDGED AND AGREED:

State of Tennessee

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT D  
SPECIAL BUILDOUT AND OTHER SPECIFICATIONS

PROJECT SPECIFIC REQUIREMENTS

Rhea County Government to deliver four offices, one conference room/training space, a break room, and one climate-controlled telecom room. The County to provide state-standard exterior signage identifying entry to the office, plumbing for sink to create a breakroom with one sink, and electrical as needed for new furniture, including breakroom. Offices shall be delivered with ceiling grid and acoustic tiles in place. Break room shall be delivered with sink and cabinetry. Walls shall be finished, painted and ready for Tenant's use. Lighting ballasts and bulbs shall be in place and fully functional with one light switch per office. Electrical outlets with cover plates shall also be provided. Flooring shall be provided, installed and ready for Tenant's use upon delivery. Phone and data line portals shall be installed by the County and in place at delivery to Tenant.

GENERAL SPECIFICATIONS

**1. General**

- a. The Leased Premises, including all common areas and points of ingress and egress, shall be designed and maintained to meet all applicable code requirements for commercial office building construction, including the requirements of the Americans with Disabilities Act.
- b. The Leased Premises shall have a current occupancy permit issued by the local jurisdiction at the time of Tenant's occupancy.

**2. Site**

- a. The site shall be fully graded, landscaped and maintained in a manner commensurate with market for comparable properties of the same property type and class as the Leased Premises.

**3. Structure**

- a. Space above ceilings must allow sufficient clearance for ease of installation of Tenant's mechanical and electrical equipment, including but not limited to distribution ductwork, HVAC boxes, lighting and conduit.
- b. The building foundation and below-grade spaces shall be protected with a properly installed foundation drainage and waterproofing system.

**4. Building Skin and Roof**

- a. The building skin and roof will be complete and weather-tight including all exterior finish materials, cladding, sealants, glass and glazing including vision and spandrel glass, store front glass, exterior doors and hardware, membrane or built-up roofing, ballast, flashing, and other elements required to make the building weather-tight.

**5. Building Common Areas**

- a. The building entrance lobby, common corridors, restrooms, mechanical spaces, loading dock, trash removal spaces, and other common areas will be substantially complete.
- b. Restrooms shall be complete with all fixtures, partitions, accessories, lavatories, lavatory tops, and mirrors. Fixtures, partitions, and accessories shall be institution grade or better, and shall be water saving type, as appropriate. The finishes in restrooms shall be commensurate with market for comparable properties of the same property type and class as the Leased Premises.

**6. Common Walls**

- a. Common walls shall include slab-to-slab gypsum wallboard on the public side of all demising walls, corridors, stairwells, and other walls not interior to the Tenant space. All common walls shall be taped, blocked, finished and sanded. Landlord will install sound attenuation insulation on Tenant side of Common Walls and demising walls prior to Tenant finishes being installed.
- b. Common walls shall include entry and exit doors from common areas furnished and installed by Landlord. Doors and hardware shall be building standard or better.

**7. Electrical**

- a. Landlord shall provide a minimum of 7 watts per square foot for lighting and power.
- b. Landlord shall install all main switchboards, panel boards, distribution boards, transformer, bus duct, feeders and other equipment to completely distribute power to electrical closets on each floor in the Leased Premises. Landlord shall locate an electrical service panel in the electrical closet in the Common Area on the same floor as the Leased Premises. Installation of electrical service up to and including the Tenant's service panel(s) shall be a base building cost.
- c. Landlord shall install all wiring, branch circuiting, conduit and devices for the complete electrical system to all public and common areas. Landlord shall provide at Landlord's expense all power wiring and connection for all mechanical equipment

furnished as part of base building. Landlord shall provide at Landlord's expense all power wiring to life safety and fire protection systems.

**8. Communications**

- a. Landlord shall bring BUSINESS data/telephone service, as provided by the local data/telephone operating company, to the building Main Telephone Room.

**9. Lighting**

- a. Landlord shall furnish and install lights in all common areas.
- b. Building lighting levels must meet a minimum of 30 foot-candles at the desk and 20 foot-candles in corridors providing ingress and egress to the Leased Premises. Base building shall include a lighting level of at least 10 foot-candles or minimum levels to insure safety in other interior areas as set by the current version of the Illuminating Engineering Society of North America (IESNA). All lighting fixtures should be cleaned at commencement and bulbs and ballasts in working order.

**10. Plumbing**

- a. Plumbing tie-ins shall be provided for State's use for break room or other functions required by the Permitted Use.

**11. HVAC**

- a. Building common areas shall include heating, ventilation, and air conditioning systems in accordance compliance with current ASHRAE standards.
- b. All HVAC for the Leased Premises shall be installed with complete distribution to ceiling mounted diffusers and perimeter slot diffusers for exterior zones and distribution to VAV boxes for interior zones.

**12. Building Directory**

- a. If the Building has multiple tenants, Landlord shall provide a directory in the lobby of the Building.
- b. Landlord shall add Tenant's name to directory, and shall provide Tenant suite signage (suite entry door plaque or hall plaque, matching building graphics standards).

**13. Keys**

- a. Landlord shall supply Tenant with five (5) sets of keys at no cost. Additional keys shall be provided at Tenant's request at a reasonable cost. Keys should allow access to the Leased Premises, parking areas and other common areas of the Property.

**14. Access Control**

- a. Landlord shall provide new locks on all exterior doors and doors into common areas.
- b. Tenant may install card access to the Leased Premises at suite entry locations, fire stairs with access into the Leased Premises and interior doors within the Leased Premises compatible with the base building security system. Landlord to provide required infrastructure (ie electricity for system).
- c. Tenant may install keypad, pursuant to Tenant requirements, to the Leased Premises at approved entry and exit of Leased Premises. Landlord to provide required infrastructure (ie electricity for system). Landlord is required to purchase keypad system, but provide backup invoices for Tenant reimbursement.
- d. Tenant may install cameras or other security-related systems, pursuant to Tenant requirements, for the Leased Premises. Landlord to provide required infrastructure (ie electricity for system).
- e. Provide heavy-duty cylindrical hardware within suite and heavy duty mortised lockset at suite entry doors.
- f. Provide locksets on the following doors: offices, enclaves, communication rooms, utility rooms, storage/file rooms, network rooms.

INTERIOR BUILDOUT SPECIFICATIONS:

1. **Ceiling:** To be provided by the County in accordance with the construction of all offices within the Rhea County Justice Center.
2. **Electrical and Communication**
  - a. Provide and install conduit, conductors, pull wires, boxes, cover plates, devices, etc., for all outlets as required by the Build Out Plans. All devices shall be a consistent color.
  - b. Contractor shall be responsible for all coordination and final electrical connections for furniture (systems furniture, conference/training tables, etc.). Coordinate with State for specifics on wiring configurations. For general planning purposes, provide 1 circuit per every 2 standard workstations as required by the Build Out Plans.
  - c. Provide 2 duplex power outlets and 1 voice/data per standard office as required by the Build Out Plans.
  - d. Lighting and controls shall be properly zoned. Separate light switches for hardwall spaces shall be provided as required by the Build Out Plans.
3. **Partitions**
  - a. All existing perimeter sill walls and core walls throughout space shall be freshly painted in accordance with all other office walls in the Rhea County Justice Center.
4. **Glazing:** "AS IS" as provided by Rhea County Government.
5. **Doors and Frames:** "AS IS" as provided by Rhea County Government. THP must have locking system in place to secure the premises when not in the office. Locking system shall have one common key for each door.
6. **Window Treatments:** "AS IS" as provided by Rhea County Government.
7. **Finishes**
  - a. Doors, frames, hardware, ceiling tiles and grid and lights shall be provided by Rhea County Government in place and fully functional upon delivery of the premises.
8. **Break Rooms:** Rhea County Government shall deliver a breakroom including a counter and sink.
9. **Copy Rooms / Areas:** N/A No Copy Room provided
10. **Telecom Rooms:** "AS IS" as provided by Rhea County Government.
11. **Conference Rooms:** "AS IS" as provided by Rhea County Government.
12. **Restrooms:** "AS IS" as provided by Rhea County Government.
13. **Janitor Closet:** "AS IS" as provided by Rhea County Government.
14. **Building Interior:** "AS IS" as provided by Rhea County Government.
15. **Building Exterior**
  - a. Rhea County Government to provide state-standard exterior signage identifying entry to the office.
  - b. Provide exterior signage and dumpster access. May be required for short-term leases.
  - c. Hard-surface exterior walkways shall be provided to connect all Building entrances and exits to on-site parking lots or other hard-surfaced areas